MICROFILM

START OF ROLL

ROLL NO.

117

Construction Contracts

Begins # 6343

Cal 2645

RECEIVED
MAY 25 1964
FOR FILING

22-1607
6344

May 25, 1964

St. Paul Fire & Marine Ins. Co.,
Pacific Department
200 Mills Bldg.,
San Francisco 6, California

Gentlemen:

On April 1, 1964, we wrote to you concerning release of final payment on contract #6344, awarded to Trowbridge Electric Co., for traffic signal installation on the Lebanon Section of the Santiam Highway in Linn County.

Final payment on this contract is $748.50 and the total contract amount is $4,990.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: St. Paul Fire & Marine Ins. Co.,
Ken Bailey Ins. Agency
830 SE Rose
Roseburg, Oregon

cc: Trowbridge Electric Co.,
721 SE Oak Ave.,
Roseburg, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
APR 1 1964
FOR FILING

22-1607

6344

March 31, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed March 18 on Contract No. 6344. The contract was with Trowbridge Electric Company for work on Lebanon Traffic Signals on the Santiam Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 31, 1964, and that you concur in this procedure at the Commission meeting on April 23.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan D. Merchant
L. H. Young
C. H. Maison

PMS:bbc

RECEIVED
DEC 19 1963
FOR FILING

FORM E-30X SOM 3-63 49606

22-1607

6344

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 17, 1963

To: Mr. D. B. Parkes
Office Engineer

SUBJECT: Lebanon Traffic Signal Installation
Contract No. 6344

Trowbridge Electric Company started work on Contract No. 6344, Lebanon Traffic Signal on the Santiam Highway, Linn County on December 14, 1963.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc Mr. Floyd Query

NOTED
FLOYD QUERY

RECEIVED
OCT 11 1963
FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
BASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 10, 1963

6344

Tewksbridge Electric
721 SE Oak Avenue
Roseburg
Oregon

Gentlemen:

The State Highway Commission on October 10, 1963, awarded to you State Highway Contract No. 6344 for the following project:

Lebanon Traffic Signals on Main Street at Oak Street, Linn County.

This award was based on your low bid of $4,990.00 which was submitted to the Commission on October 2, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

da

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
OCT 9 1963

FOR FILING

82-1607
46344

MISC. CONTRACTS and AGREEMENTS No. 2645

Salem, Oregon
October 4, 1963

Traffic Signal Agreement
Main (US 20) & Oak Street
Lebanon, Oregon

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Don N. Harwell
Mapping & Records Engineer

Attached is a partially signed copy of an agreement with the city of Lebanon covering the traffic signal installation on Main (US 20) and Oak Street in Lebanon.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the city of Lebanon.

Secretary

rn
Attach: 1

RECEIVED
OCT 10 1963
FORM E-20K—50M—9-62 43909

FOR FILING
22-1607
63KH

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 3, 1963

SUBJECT: Advance Deposit
Traffic Signal
City of Lebanon

To: Mr. Ivan Merchant
O F F I C E

Attention: Mr. C. A. Gardner

Attached to Mr. Herr's copy of this letter is Voucher 18655 dated October 1, 1963, from the City of Lebanon. This voucher in the amount of $3,500 is the City's share for traffic signals at the intersection of the Santiam Highway and Oak Street.

This project is now clear for award of contract upon receipt of favorable bid October 8.

H. S. Cox
County & City Engineer

HSC:mm

cc: L. P. Shaw
L. E. George
John Herr (Att.)

NOTED
LLOYD P. SHAW

RECEIVED
OCT 2 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
September 9, 1963

SUBJECT: State-City Agreement
Proposed Traffic Signal Installation
Main (US20) and Oak Streets
Lebanon

To: H. S. Cox
County & City Engineer
O F F I C E

The State Highway Commission, at its meeting on August 29, 1963, approved the installation of traffic signals at the intersection of Main Street and Oak Street on the Santiam Highway in Lebanon.

There are attached nine copies of the State-City agreement covering the proposed installation. These agreements have been checked and found correct. Will you please care for their further processing. It is planned to let this installation to contract on October 8, 1963.

F. B. Crandall
Traffic Engineer

VPJ:pk
Attachments
cc: Tom Edwards

NOTED
TOM EDWARDS
RECEIVED
SEP 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 9 1963
FOR FILING
22-1607
163414

3d-4

September 6, 1963

8-29-63

1024
1541

Mr. Van R. Thome
City Recorder
City of Lebanon
City Hall
Lebanon, Oregon

Dear Mr. Van Thome:

In response to your letter of January 9, 1963, to Mr. Forrest Cooper, State Highway Engineer, an investigation was made concerning a traffic control measure.

This matter was presented to the Highway Commission at its meeting on August 29. It was pointed out that signals are warranted at the intersection of Main and Oak Streets on the Santiam Highway. The installation was approved with the understanding that the City of Lebanon would pay one half the cost of installation and provide for all maintenance and power consumption costs.

An agreement is being prepared and will be sent to you for approval in the near future.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkm

cc R. L. Porter
Tom Edwards
V. D. Wolfe
F. B. Crandall
R. D. Asburry
H. S. Cox
C. H. Maison

Salem, Oregon 97310
September 3, 1963

Traffic Signal Installation
Main and Oak Streets
Lebanon

Agenda Item 3d-4

V. P. Johnson
Traffic Control Engineer
OFFICE

At its meeting of August 29 the Commission approved the installation of a traffic signal at the intersection of Main (Santiam Highway) and Oak Streets in the city of Lebanon. The City has agreed to pay one-half the cost of installation, estimated at $7,000, plus the costs of maintenance and power consumption.

You already have the preparation of plans and agreement started. Will you please notify Mr. Merchant when you plan to let this to contract. There is sufficient money in the Minor Betterment Budget for Traffic Signal Installations to be Selected to cover the cost of this work.

F. B. Crandall
Traffic Engineer

njc

cc: Tom Edwards
I. A. DeFrance
C. H. Maison
R. D. Asburry
H. C. Johnson

RECEIVED
AUG 20 1963
FOR FILING

August 20, 1963

Oregon State Highway Commission

Gentlemen:

In response to a request from the City, we have made an investigation of the need for traffic signals at the intersection of Main (Santiam Highway) and Oak Streets in Lebanon. Investigation discloses that signals are warranted.

It is recommended that a traffic signal be installed at this intersection at an estimated cost of $7,000. The City of Lebanon has agreed to pay one-half the cost of the installation and care for future maintenance and power consumption.

This matter will be on the agenda for the August 29 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall
R. D. Asburry

VPJ:sm bbc

RECEIVED
AUG 20 1963
FOR FILING

29-1617
6014

August 19, 1963

1024
1491

Mr. Van R. Thome
City Recorder
City Hall
Lebanon, Oregon

Dear Mr. Thome:

This will acknowledge receipt of your letter of August 1, stating that the City of Lebanon is prepared to participate in the installation of traffic signals at the intersection of Main and Oak Streets.

We are proceeding with the preparation of the plans, specifications, and State-City agreement covering this project. We have tentatively scheduled this project for letting the contract on October 8, 1963.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall

VPJ:pk jw

City of Lebanon

CITY HALL — LEBANON, OREGON

925 MAIN STREET

MAYOR:
JEAN R. BLALOCK

RECORDER-TREASURER:
VAN R. THOME

CITY ATTORNEY:
WARREN GILL

COUNCILMEN:
EDWARD C. BILYEU
J. E. ESTEP
KEITH RHODES
VERN REEVES
J. ORVILLE JONES
RONALD L. GILSON

REFERRED TO
Edwards
BY DEPUTY STATE HIGHWAY ENGINEER

Aug. 1, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Dear Mr. Cooper:

Porter

In your letter of Feb. 27, 1963 you advised that the total cost of signalizing the intersection of Main and Oak Streets was estimated at $6,000.00 with the City to pay one-half the cost of installation, and to pay for future maintenance and power consumption.

The amount of $3,000.00 has been included in our 1963-64 budget for cost of installation and we will pay for future maintenance and power consumption.

We hope that the Highway Department will be able to go ahead with this project as at times traffic is extremely congested.

Yours truly,
Van R. Thome
City Recorder

Crossroads
Wash

RECEIVED
AUG 2 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG - 2 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 27 1963
FOR FILING

February 27, 1963

Mr. Van R. Thoms
City Recorder
City Hall
Lebanon, Oregon

Dear Mr. Thoms:

Pursuant to the request contained in your letter of January 9, we have made an investigation of the need for traffic signals at the intersection of Main Street with Wheeler and Morton Streets and with Oak Street in the city of Lebanon.

Investigation discloses that the installation of signals is not warranted at the Wheeler-Morton Street intersection, but there is a warrant for signalization of the Oak Street intersection.

Signalization of the Oak Street intersection, plus interconnection with the existing signal system is estimated to cost $6,000. If City officials would agree to pay one-half the cost of installation and to care for future maintenance and power consumption, I would be pleased to present the matter to the State Highway Commission for its approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
R. D. Asburry

VPJ:pk jv

FORM E-502—90M—9-62 41000

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
February 25, 1963

SUBJECT: Request for Traffic Signals
Main Street (US20) - Lebanon
TE 1024

To: F. B. Crandall
Traffic Engineer
OFFICE

There are attached a report and a suggested draft on the above subject.

I have contacted Mr. Van R. Thome, City Recorder, and discussed this matter. I learned that the City Council is very much interested in the installation of a traffic signal at Oak Street. The request for signals at the Morton Street intersection came about by reason of pressure from school authorities and the City does not want to install the signal at this location at this time.

For these reasons, we have recommended that a signal be installed at the Oak Street intersection and that no signal be installed at the Morton Street intersection. Signalization of the Oak Street intersection would be a logical extension of the existing signal system and would extend the section of over-all control on Main Street. Because of the relatively large number of children crossing the highway at Morton Street, there is a very marginal warrant for signals, but inasmuch as City officials are not too interested, the negative recommendation was made.

In his letter, Mr. Thome also mentioned the matter of traffic surveys on City streets. In discussing this with him, I learned that the City's interest was in the need for "STOP" signs at two specific intersections. We have investigated these intersections, a report has been submitted and the City has been notified of our thinking.

Val Johnson
Traffic Control Engineer

VPJ:pk
Attachments

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
February, 1963

INVESTIGATION OF WARRANT FOR TRAFFIC SIGNALS
Main Street (US20) - Lebanon

Recommendation:

As a result of this investigation, the following recommendations are made:

1. That signals not be installed at the intersection of Main Street with Wheeler and Morton Streets.

2. That pre-timed signals be installed at the intersection of Main and Oak Streets at an estimated cost of $6,000.

Historical Background:

The intersection of Main and Wheeler Streets, which is a school crossing, has a long history of investigation. This investigation and report is in response to a request from Mr. Van R. Thome, City Recorder.

Investigation:

Main (US20), Wheeler and Morton Streets form a four-way intersection near the northerly edge of Lebanon. There is a school in the southwest and business establishments in the other quadrants of the intersection. There is an overhead, illuminated "CROSSWALK" sign over the south crosswalk and the intersection is bracketed with "SCHOOL CROSSING" signs. A police officer controls traffic at the intersection during the periods of heaviest use by school children. Sight distance for a driver entering from the cross street is adequate in all but the northwest quadrant where a building restricts sight distance to approximately 200 feet. All streets carry two-way traffic. The designated speed is 25 MPH.

Main and Oak Streets also form a four-way intersection. Main Street carries two lanes of one-way traffic southbound and Oak Street is two lanes in width and carries two-way traffic. A shopping center consisting of Safeway, dime and drug store and a dry cleaners occupies the southeast, a Chevrolet sales agency the southwest, a used car lot the northeast and a parking lot the northwest quadrant of the intersection.

Sixteen-hour vehicle and pedestrian counts were taken at the intersections during the week of February 10, 1963. The results of the counts are shown in the table below:

Intersection	Total Entering Volume 1/	Cross Street Volume 1/	Pedestrians Crossing Highway 2/
Wheeler	6,696	1,044	685
Oak	8,330	2,252	366

1/ 24-hour volume.
2/ 16-hour volume.

Of the 685 pedestrians crossing Main Street at Wheeler, 602 were school children. Of these, 111 crossed between 8 and 9 a.m., 321 during the noon-hour and an appreciable number during each hour from 2 to 5 p.m.

During the period from January 1, 1957 to November 30, 1962, there was but one reported accident at the Wheeler Street intersection. This was a rear-end collision between two southbound vehicles and resulted in property damage only. During the same five-year and 11-month period there were ten reported accidents at the Oak Street intersection. All involved property damage only and only three were of a type that might have been prevented by traffic signals.

In the table below, conditions at these intersections are compared with the standard warrants for the signalization of intersections in areas of less than 10,000 population:

Warrant	Wheeler	Oak	Minimum Warrant
Vehicular Volume:			
No. Hours When Main St. Volume Exceeds 420 Vehicles	2	5	8
No Hours When Highest Volume Minor St. Approach Exceeds 105 Vehicles	0	4	8
Interruption of Continuous Traffic:			
No. Hours When Main St. Volume Exceeds 630 Vehicles	0	1	8
No. Hours When Highest Volume Minor St. Approach Exceeds 50 Vehicles	4	13	8
Pedestrian Volume:			
No. Hours When Main St. Volume Exceeds 420 Vehic les	2	5	8
No. Hours When Highest Volume Main St. Crosswalk Exceeds 105 Pedestrians	1	0	8
Accident Experience:			
Preventable Accidents (Last 12 Mos.)	0	0	5

Under existing conditions neither of these intersections meet any of the warrants for signalization although the Vehicular Volume Warrant is approached in the instance of the Oak Street intersection. When the February volume data for this intersection are placed on an ADT basis, this warrant is met.

The Wheeler Street intersection, because of the large number of school children crossing the highway, contains certain inherent hazards. However, there are adequate warning signs, no accident record and the intersection seems to be operating successfully. It is not believed that this intersection should be signalized at this time.

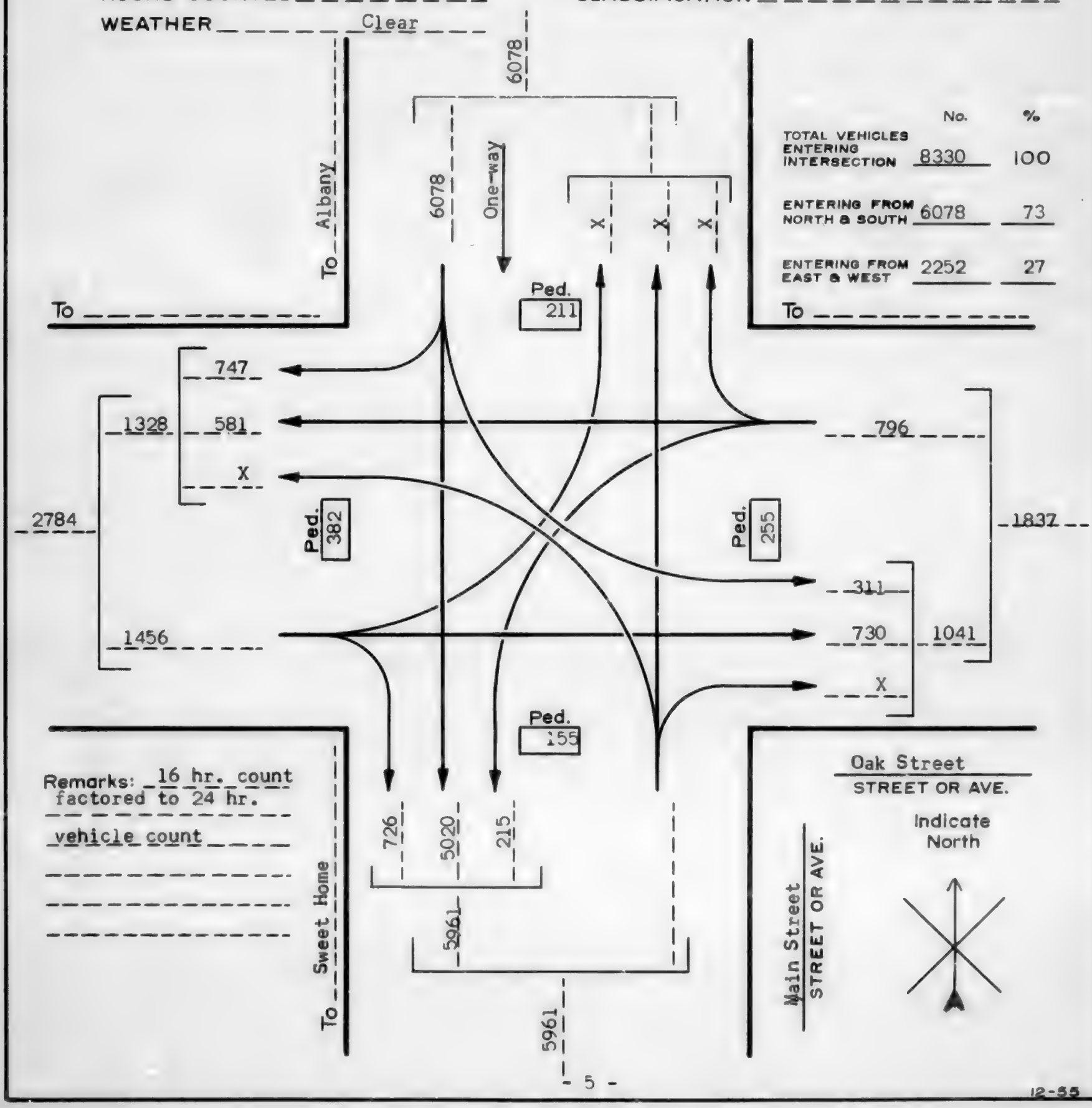
The recent opening of the shopping center at Oak Street has in the minds of City officials, created considerable congestion. In addition, the warrant is met, Oak Street is a main east-west arterial and a signal at this intersection would comprise a logical extension of the existing signal system. Pre-timed signals, interconnected with the existing system are recommended. The installation is estimated to cost $6,000.

SOUTHERN PACIFIC
LAUREL ST.
HARRISON
MORTON
CORVALLIS - LEBANON HWY
TANGENT NO. 210
ACADEMY
CAROLINA ST.
ISABELLA
ROSE
VINE
ASH
SHERMAN
GRANT
MAPLE
OAK
PARK
DAVID
MARY
OLIVE
WHEELER
DODGE
KEARN ST.
O'NEIL ST
Albany-Santiam Canal
TENNESSEE RD
HIATT
EATON
MAIN
NO. 16
20
34
CORVALLIS
MP 12.81
MP 16.13 HWY 210
MP 12.89 HWY 1
MP 17.64
HANSARD AVE
CO
SANTIAM
HILLS CREEK
CARLSON DR
MAYER DR
CRESCENT
WALNUT ST
CITY PARK
PARK
GROVE
WILLIAMS
CLEVELAND
RIVER
HARMONY DR
EDDIE
DOWNING DR
DARRELL DR
POST ST
RANDALL DR
RALSTON DR
BINSHADLER ST
PARK DR
MILTON
FILBERT AVE
HARDENBERGER EVAN DR
FRANKLIN
CARROLL
GROVE
HEMLOCK ST
PINE
CEDAR
JENNINGS
BERRY
ELMORE
PARK ST
MAIN ST
Santiam
Lebanon
H ST
I ST
G ST
F ST
10TH ST
9TH ST
12TH
AIRPORT ROAD
LEBANON AIRPORT
AIRWAY
AIRP
RD.
STRAWBERRY LANE
GILBERT DR.
ORIOLE DR.
MP 14.09
OREGON
MOUNTAIN VIEW LN
Lebanon-Santiam Canal
RIVER
MILL ST
RUSSELL DR.
TAYLOR ST.
ALDER ST
PRIMROSE
PORTER
McKINNEY LN
ELECTRIC
CANAL ST
FULLER LN
GLOVER ST. RD
WILLOW
AVE
RUSSELL ST.
RAILWAY
RAILROAD ST.
PARK WAY
DEWEY
TO SWEET HOME
KEES ST.
WASSOM ST.
STOLTZ HILL RD
WALKER ROAD
MAIN RD
ACORN ST.
BIRCH ST.
ABILENE AVE
N
State Highway
Existing Traffic Signal
Recommended Traffic Signal
Recommend Denial of Request for Traffic Signal
SIGNED ROUTES
INTERSTATE 5
30
ORE. 22
ROUTES REVISED JUNE 1961
LEGEND
Post Office
School
R. R. Depot
Public Bldg.
CT – City Hall
CT – Court House
A – Armory
L – Library
Street open for travel.
Street dedicated but not open.
City Limits.
LEBANON
LINN COUNTY, OREGON
PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Population 5,858
Scale in Feet
November 1, 1960

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE February 7, 11, 1963
DAY OF WEEK Thursday - Monday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 AM to 10 PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 AM to 10 PM
WEATHER Clear

CITY OF Lebanon
INTERSECTION OF Main Street
AND Oak Street
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	8330	100
ENTERING FROM NORTH & SOUTH	6078	73
ENTERING FROM EAST & WEST	2252	27

To

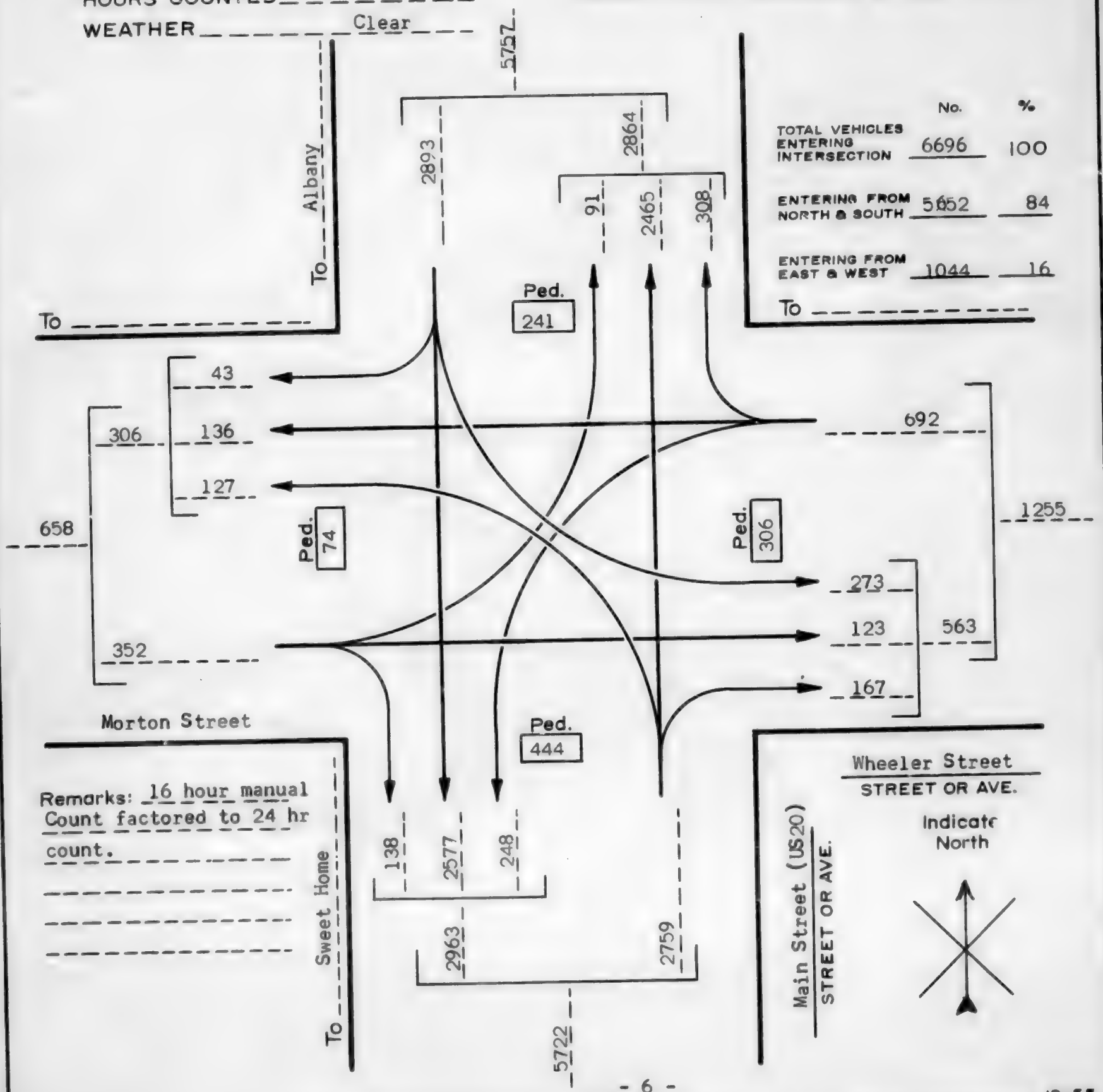
Remarks: 16 hr. count factored to 24 hr.
vehicle count

12-55

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE February 12-13, 1963
DAY OF WEEK Tuesday & Wednesday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 AM to 10 PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 AM to 10 PM
WEATHER Clear

CITY OF Lebanon
INTERSECTION OF Main St. (US20) at
AND Wheeler & Morton Streets
STATION NO.
CODE NO.
CLASSIFICATION All vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	6696	100
ENTERING FROM NORTH & SOUTH	5652	84
ENTERING FROM EAST & WEST	1044	16

To

Remarks: 16 hour manual Count factored to 24 hr count.

12-55

Form E-49—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date February 7, 11, 1963
Day of week Thursday - Monday
Hours counted 16
Weather Clear

Classification All Veh'cles

Ci
In
St
Co

	TIME	SUMMARY BY MOVEMENTS												TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West					
A.M.	6:00– 7:00	1		28		99		4	5	3		11		151	128	85	23	15
	7:00– 8:00	7		32		172		19	43	11		25		309	211	68	98	32
	8:00– 9:00	11		34		180		33	36	14		38		346	225	65	121	35
	9:00–10:00	13		25		193		19	37	6		29		322	231	72	91	28
	10:00–11:00	15		32		296		23	48	12		42		468	343	73	125	27
	11:00–12:00	18		37		309		33	44	15		45		501	364	73	137	27
P.M.	12:00– 1:00	21		47		362		37	46	20		52		585	430	74	155	26
	1:00– 2:00	19		52		340		39	52	19		62		583	411	70	172	30
	2:00– 3:00	44		55		348		44	44	3		52		590	447	76	143	24
	3:00– 4:00	16		58		373		46	55	18		64		630	447	71	183	29
	4:00– 5:00	39		76		548		67	86	21		71		908	663	73	245	27
	5:00– 6:00	33		67		473		46	50	18		58		745	573	77	172	23
	6:00– 7:00	13		37		276		41	31	16		32		446	326	73	120	27
	7:00– 8:00	16		51		233		44	40	8		32		424	300	71	124	29
	8:00– 9:00	10		25		203		17	19	8		27		309	238	77	71	23
	9:00–10:00	7		23		159		16	28	3		20		256	189	74	67	26
	10:00–11:00																	
	11:00–12:00																	
A.M.	12:00– 1:00																	
	1:00– 2:00																	
	2:00– 3:00																	
	3:00– 4:00																	
	4:00– 5:00																	
	5:00– 6:00																	
24-Hour total .		311		747		5020		581	730	215		726		8330	6078	73	2252	27
16 Hour total .		283		679		4564		528	664	195		660		7573	5526	73	2047	27
...-Hour total .																		
Control . . .																		
Factor . . .																		

Tabulated
Computed
Checked by
Checked by

Main St. is North and South

Oak St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Lebanon

Intersection Main Street and Oak Street

Station number

Code number

Classification All Vehicles

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS: North	East	West	South	PEDESTRIANS USING CROSSWALKS: North	East	West	South
	11		151	128	85	23	15					–	–	–	–
	25		309	211	68	98	32					3	5	7	–
	38		346	225	65	121	35					14	13	22	10
	29		322	231	72	91	28					19	11	35	15
	42		468	343	73	125	27					11	20	26	5
	45		501	364	73	137	27					29	22	27	13
	52		585	430	74	155	26					21	20	36	16
	62		583	411	70	172	30					17	31	22	11
	52		590	447	76	143	24					9	24	24	13
	64		630	447	71	183	29					25	16	22	7
	71		908	663	73	245	27					38	50	109	23
	58		745	573	77	172	23					11	19	17	20
	32		446	326	73	120	27					7	13	5	2
	32		424	300	71	124	29					4	6	19	12
	27		309	238	77	71	23					2	4	8	7
	20		256	189	74	67	26					1	1	3	1
	726		8330	6078	73	2252	27	6078	1837	2784	5961				
	660		7573	5526	73	2047	27					211	255	382	155

Tabulated by

Computed by

Checked by

Checked by

th

st

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date: February 12, 13, 1963
Day of week: Tuesday - Wednesday
Hours counted: 6:00 AM to 10:00 PM
Weather: Clear
Classification: All Vehicles

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL			
A.M.	6:00- 7:00	2	10		1	48	38	2	6	5	3	3	1	119	92	77	2
	7:00- 8:00	16	25	1	7	98	128	8		16	5	7	1	312	249	80	6
	8:00- 9:00	11	23		8	125	108	18	6	10	3	9	15	336	262	78	7
	9:00-10:00	11	13	2	9	119	185		3	12	5	8	3	370	325	88	4
	10:00-11:00	14	12	1	4	145	147	8	6	11	3	5	8	364	318	87	4
	11:00-12:00	15	22	2	6	181	145	8	12	9	8	6	6	420	357	85	6
—	12:00- 1:00	27	23	2	4	186	182	6	3	16	8	5	9	471	414	88	5
P.M.	1:00- 2:00	15	20	6	4	180	159	7	4	13	10	5	7	430	377	88	5
	2:00- 3:00	8	29	1	6	174	190	9	3	19	17	7	4	467	394	84	7
	3:00- 4:00	22	24	2	4	241	175	12	9	20	18	14	9	550	467	85	8
	4:00- 5:00	25	26	4	4	210	239	11	17	29	20	14	9	608	507	83	10
	5:00- 6:00	32	17	4	6	186	158	11	13	18	23	9	8	485	411	85	7
	6:00- 7:00	21	13	3	3	125	115	3	6	17	9	4	5	324	278	86	4
	7:00- 8:00	18	12	7	9	150	119	15	11	18	9	10	24	402	327	81	7
	8:00- 9:00	6	4	1		104	74	4	4	5	4	2	4	212	193	91	1
	9:00-10:00	5	7	3	8	71	79	2	9	7	7	17	2	217	167	77	5
	10:00-11:00																
	11:00-12:00																
—	12:00- 1:00																
A.M.	1:00- 2:00																
	2:00- 3:00																
	3:00- 4:00																
	4:00- 5:00																
	5:00- 6:00																
24-Hour total		273	308	43	91	2577	2465	136	123	248	167	138	127	6696	5652	84	10
16-Hour total		248	280	39	83	2343	2241	124	112	225	152	125	115	6087	5138	84	9
—-Hour total																	
Control																	
Factor																	

Main St. (US20) St. is North and South
Wheeler & Morton St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Lebanon

Intersection Main St. (US20) at Wheeler & Morton Streets

Classification All Vehicles

Code number

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
3	3	1	119	92	77	27	23
5	7	1	312	249	80	63	20
3	9	15	336	262	78	74	22
5	8	3	370	325	88	45	12
3	5	8	364	318	87	46	13
8	6	6	420	357	85	63	15
8	5	9	471	414	88	57	12
10	5	7	430	377	88	53	12
17	7	4	467	394	84	73	16
18	14	9	550	467	85	83	15
20	14	9	608	507	83	101	17
23	9	8	485	411	85	74	15
9	4	5	324	278	86	46	14
9	10	24	402	327	81	75	19
4	2	4	212	193	91	19	9
7	17	2	217	167	77	50	23
167	138	127	6696	5652	84	1044	16
152	125	115	6087	5138	84	949	16

SUMMARY BY LEGS			
North	East	West	South
5757	1255	658	5722

PEDESTRIANS USING CROSSWALKS							
North		East		West		South	
			1				1
1		1	1	1		2	1
32	4	4	3	9	3	79	
			3				
	3		2		3		3
13	5	11	10	8		13	4
64	2	64	6	20	3	257	5
4		8	6				
33	4	6	5	1	2	20	2
23	5	1	18	8	1	16	1
12	8	3	5	3		14	2
4	8	9	11	2	1	5	1
1	1		10	2	1	3	1
	10	1	13	3	3	6	2
			2				
	4	1	1				
187	54	209	97	57	17	415	29

Tabulated by .....

Computed by .....

Checked by .....

Checked by .....

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...est

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis
COLLISION DIAGRAM

City of Lebanon County Linn
Intersection of Main St. and Oak St.
Highway Number 16 (US 20)
Period Covered 1-1-57 To 11-30-62
Compiled by C.S. Drawn by _____ Date 1-28-63

LEGEND

- Person Killed
- Pedestrian Killed
- Person Injured
- Pedestrian Injured
- Property Damage Only
- Collision – Rear-end
- Collision – Head-on
- Collision – Sideswipe

Indicate North

Main St. — Street or Road — US 20

Oak St. — Street or Road

- Path of Pedestrian
- Path of Vehicle
- Path of Animal
- Vehicle Moving
- Vehicle Stopped
- Vehicle Backing
- Properly Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded

One-Way St.

Example:

Collision – Sideswipe
June, 1941 - 5-6PM
Property Damage.

Collision Type	1957 - 1958				1959 - 1960				1961				11 Mos. 1962				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																				
Rear-end															1	1			1	1
Sideswipe															3	3			7	7
Turning Movement			3	3			1	1												
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																			2	2
Backing			1	1			1	1												
Misc.																				
TOTAL			4	4			2	2				0			4	4			10	10

Form E-260 — 2M — 11-48

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

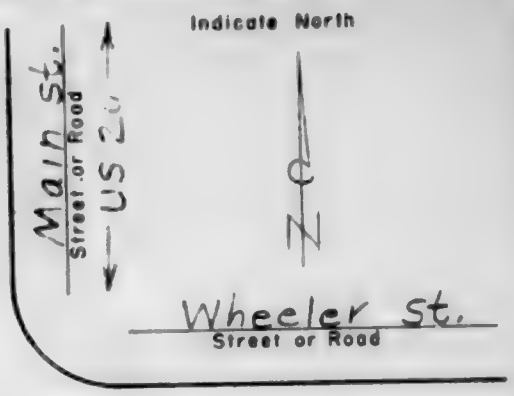
COLLISION DIAGRAM

City of Lebanon County. Linn
Intersection of Main st. and Morton & Wheeler st.
Highway Number 16 (US20)
Period Covered 1-1-57 To 11-30-62
Compiled by C.S. Drawn by Date 1-28-63

LEGEND

- Person Killed
- Pedestrian Killed
- Person Injured
- Pedestrian Injured
- Property Damage Only
- Collision - Rear-end
- Collision - Head-on
- Collision - Sideswipe

Morton st.



10-57-9P

- Path of Pedestrian
- Path of Vehicle
- Path of Animal
- Vehicle Moving
- Vehicle Stopped
- Vehicle Backing
- Properly Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded

Example:

Collision - Sideswipe
June, 1941 - 5-6PM
Property Damage.

Collision Type	1957 - 1958				1959 - 1960				1961				11 Mos. 1962				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																			1	1
Rear-end			1	1																
Sideswipe																				
Turning Movement																				
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc.																				
TOTAL			1	1				0				0				0			1	1

Form [illegible]-260—2M—11-48

City of Lebanon

MAYOR:
JEAN R. BLALOCK

COUNCILMEN:
JOE McPHERSON
EDWARD BILYEU
CLAY NICHOLS
KEITH RHODES
J. E. ESTEP
VERN REEVES

RECORDER-TREASURER:
VAN R. THOME

CITY ATTORNEY:
WARREN GILL

CITY HALL — LEBANON, OREGON

OFFICE OF THE RECORDER

Jan. 9, 1963

Mr. Forrest Cooper, Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

There are several traffic problems that have developed in the City which necessitate the assistance of your Department.

The completion of the new Safeway Shopping center fronting on Oak Street between Main and Park Streets has created a traffic problem at the Main and Oak Street intersection. We feel that traffic control lights will definitely have to be installed at this intersection. The cost to the City for our share of the installation would have to be included in our 1963-64 budget.

The School District has also recommended that some type of traffic control signals be installed at the Main-Morton-Wheeler Street intersection. This would be primarily for protection of grade and junior high school children immediately before and after school hours and during the noon lunch hour. Since the volume of vehicle and pedestrian traffic at this intersection is not now as great as in previous years we are uncertain as to whether the expense of regular traffic control lights would be justified.

The above mentioned intersections are located on U.S. Highway 20.

We have been advised that your Department will make traffic surveys in communities in order to determine which streets could best be designated as through or arterial streets to ~~be~~ aid in the flow of traffic in and around the City and reduce traffic hazards. We would like a survey of this kind made in Lebanon as soon as possible.

Yours truly,

Van R Thome

City Recorder

Porter

Copy to Mr. Cooper

RECEIVED
JAN 10 1963
STATE HIGHWAY COMMISSION

I-5-6(49) Minnesota Fwy. U[illegible]ings of 1963
306 Lombard St. & N. Portland Blvd.
#6345 (Two reinf. conc. structs.)

RECEIVED
JAN 25 1965
FOR FILING

January 21, 1965

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On December 10, 1964 we wrote to you concerning release of final payment on Contract No. 6345, awarded to Birkemeier Construction Company, for Portland Blvd. and Lombard St. Structures on the Minnesota Freeway Section of the Pacific Highway in Multnomah County.

Final payment on this contract is $14,877.11 and the total contract amount is $281,424.34, including $2,031.96 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

rg

cc: Birkemeier Const. Co.
14511 S. E. River Road
Milwaukie, Oregon

cc; C. H. Maison
Attn.: John Herr

RECEIVED
DEC 10 1964
FOR FILING

6345

December 9, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 19 on Contract No. 6345. The contract was with Birkemeier Construction Company and was for work on the Lombard Street and North Portland Boulevard Undercrossings on the Minnesota Freeway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 9, 1964, and that you concur in this procedure at the Commission meeting on December 15.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison
A. E. Johnson

bbc

RECEIVED
SEP 10 1964
FOR FILING

FORM E-20 POM 3-63 49807

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 8, 1964

SUBJECT:

To: Mr. P. M. Stephenson
Ass't. State Highway Engineer

B U I L D I N G

L

Birkemeier Construction Company completed work on Contract 0345, Lombard Street and North Portland Blvd. U'Xings on the Minnesota Freeway in Multnomah County on August 19, 1964. This contract is ready for acceptance by the Commission.

This is a Federal Aid Interstate project. We have a memorandum from the Bureau of Public Roads that they have inspected the contract work and are accepting that part of the project as complete.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: D.B. Parkes
E.A. Pease
F.A. Query

RECEIVED
SEP 9 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 20 1964
- FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name ~~Lombard St.~~ & N. Portland Blvd. U'Xings Date June 10, 1964

Highway ~~.....~~ Pacific Contract No. 6345

County Multnomah Prefix 626-1009

Contractor Birkemeier Const. Co. F. A. Project No. I-5-6(49)306

Address 14511 S.E. River Rd. Milwaukie, Oregon Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove and dispose of asphaltic concrete at N. Portland Blvd. Interchange.
1. Maximum equipment rental rates allowable as per AGC agreement.
2. Percentage allowed contractor is in accordance with executed contract.

Location by station numbers:

East End Approx. "P-B" 11+50 to 13+40

West End Approx. "P-B" 15+50 to 18+00.

Estimate of quantities and cost:

Equipment	$800.00
Labor	300.00
Total	$1,100.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Asphaltic concrete overlays by others on detour and abandoned Missouri and Minnesota Avenues requires removal to conform to contract grades shown on ~~XXXXX~~ Sheet #4.
Work has not yet started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$318,164.63	
Present estimate of project cost, including $1,100.00 for work under this order	$308,353.85	
Expected under-run ~~XXXXXXX~~ amount	$9,810.78	
Expected under-run ~~XXXXXXX~~ per cent	3.08%	

Submitted by: [signature] Resident Engineer

Approval Recommended: [signature] Assistant Division Engineer

Approval Recommended: [signature] Construction Engineer or Bridge Engineer

Approved [signature] Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing original to Young 7-14-64

RECEIVED
JUN 9 - 1964
FOR FILING

Form E-205—5M

STATE COPY

OREGON STATE HIGHWAY DEPARTME...

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Lombard St. & N. Portland Blvd. U'Xings Date April 30, 1964

Highway 1-E Pacific Contract No. 6345

County Multnomah Prefix 626-1009

Contractor Birkemeier Const. Co. F. A. Project No. I-5-6(49) 306

Address 14511 S.E. River Rd. Milwaukie, Oregon Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Furnish & Install 2½" Galv. water pipe & 1½" Electrical conduit across the approaches to the Lombard & Portland Blvd. U'Xing Structures.

1. Maximum equipment rates allowable as per A.G.C. and State agreement.
2. Percentages allowed contractor is in accordance with executed contract for this project.

Location by station numbers: Lom 13+90 & Lom 17+50
Port. 13+00 & Portl. 16+10

Estimate of quantities and cost: Material - 2½" Galv. water pipe - 330'@ $1.00/ft. = $330.00
1½" Electrical Conduit-330'@ $0.80/ft. = $264.00

Equipment = $495.00
Labor = $190.00
$1,279.00
+15%
Total= $1,470.85

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Revision of plans Sht. 3 & 4 on 9-16-63 to include the above pipe necessitate this Order. Work has not yet been performed. This work was anticipated and funds were set up in the Authorization for it.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$318,164.63
Present estimate of project cost, including $1,470.85 for work under this order	$ 307,253.85
Expected under-run amount	$ 10,910.78
Expected under-run per cent	3.4%

Space to right of this line is for use of Salem Office

Submitted by: [signature] Resident Engineer

Approval Recommended: [signature] Construction Engineer or Asst. Bridge Engineer

Approval Recommended: [signature] Assistant Division Engineer

Approved [signature] Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

original To Young 6-9-64

RECEIVED
APR 21 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Date MAR 30 1964

J. S. Lowden
Acting Dist. Engineer

U.S. Bureau of Public Roads

Project Name Lombard St. & Portland Blvd. U'Xings ..... Date March 30 ..... 19 64

Highway Pacific ..... Contract No. 6345

County Multnomah ..... Prefix 626 - 1009

Contractor Birkemeier Construction Co. ..... F. A. Project No. I-5-6(49)806

Address 14511 S.E. River Rd. Portland , Oregon ..... Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Paint bottom of box girder on end spans of both structures .

1. Maximum equipment rental rates allowable as per A.G.C. agreement .
2. Percentage allowed contractor is in accordance with executed contract .

Location by station numbers:

Lom 14 + 75 - Lom 15 + 20 , Lom 16 + 43 - Lom 16 + 91
PB 13 + 56 - PB 14 + 00 , PB 14 + 95 - PB 15 + 41

Estimate of quantities and cost:

Material - $ 20.00
Labor - $ 325.00
$345.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Special Provisions Art. 2.4.23 call for painting only spans 2 & 3 . However other structure contracts on the Minnesota Freeway call for painting all spans . Verbal approval via telephone has been received this date to proceed with work . Work has not yet started .

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 318,164.63
Present estimate of project cost, including $ 345.00 for work under this order	$ 305,783.00
Expected ~~under-run~~ over-run amount .Underrun .	$ 12,381.63
Expected under-run over-run per cent .Underrun .	3.9 %

Space to right of this line is for use of Salem Office

Submitted by: D. L. Mitchell
Resident Engineer

Approval Recommended: Grant C. Rae
Assistant Division Engineer

Approval Recommended: Leon D. Marchant
Construction Engineer or Bridge Engineer

Approved P. M. Hoffman
Deputy State Highway Engineer or Assistant State Highway Engineer

NOTED
LLOYD P. SHAW

State Printing

Original To Young 4-21-64

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM -2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
I-5-6(49)93-6	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 7 5		COUNTY Multnomah
		PROJECT NO. I-5-6(49)306

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Lombard St. to Portland Blvd., Portland

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	9-16-63	0.000
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 313,104.00	$ 285,000.00

DEC 6 1963 Washington

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

DEC 6 1963 REGIONAL OFFICE

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd J. Chaney

Ass't State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L. R. Bucklund, Administrative Manager

Date executed by Division Engineer December 5, 1963

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

FORM PR-2, FEDERAL-AID PROJECT AGREEMENT (SUPPLEMENT)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

THE STATE HIGHWAY DEPARTMENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE RULES AND REGULATIONS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, COLOR OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY CREATED THEREBY.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER NO. 11114 OF JUNE 22, 1963, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SAID COMMITTEE, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN THE SAID EXECUTIVE ORDER OR BY RULE, REGULATION OR ORDER OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, OR AS OTHERWISE PROVIDED BY LAW.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY ISSUED PURSUANT TO SECTION 303 OF EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE BUREAU OF PUBLIC ROADS MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE BUREAU, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES."

THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE IN ANY FEDERALLY ASSISTED CONSTRUCTION WORK WHICH IT PERFORMS ITSELF OTHER THAN THROUGH THE PERMANENT WORK FORCE DIRECTLY EMPLOYED BY AN AGENCY OF GOVERNMENT.

THE STATE HIGHWAY DEPARTMENT AGREES THAT IT WILL COOPERATE ACTIVELY WITH THE BUREAU OF PUBLIC ROADS AND THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE COMMITTEE, THAT IT WILL FURNISH THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE BUREAU OF PUBLIC ROADS IN THE DISCHARGE OF THE BUREAU'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE. THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11114 WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925 AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE BUREAU OF PUBLIC ROADS OR THE COMMITTEE PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925. IN ADDITION, THE STATE HIGHWAY DEPARTMENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS THE BUREAU OF PUBLIC ROADS MAY CANCEL, TERMINATE OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE), MAY REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE UNDER ANY OF ITS PROGRAMS SUBJECT TO EXECUTIVE ORDER 11114 UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH STATE HIGHWAY DEPARTMENT, OR MAY REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

Oregon State Highway Department

Federal-Aid
Project No. I-5-6(49)306

LOMBARD STREET AND N. PORTLAND BLVD. UNDERCROSSING STRUCTURES

ON THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 30, 1963

Type Code X721
Undercrossing Structures (Contract 6345)

N. Portland Blvd. U'xing (Br. #8997) (Sta. "L" 222+84.82)

Remove Detour Bridge	All Req. (50%)			$ 6,000.00
Shoring, Cribbing, etc.	All Req. (50%)			2,250.00
Structural Excavation	600 cu.yd.	$	4.00	2,400.00
Structural Excavation Below Elevation Shown	50 cu.yd.		6.00	300.00
Furnish Treated Timber Piling	900 lin.ft.		1.50	1,350.00
Drive Timber Piles	30 only		45.00	1,350.00
Class "A" Concrete (1,090 cu.yd.)	All Req. (46%)			70,743.40
Metal Reinforcement (261,000 lb.)	All Req. (46%)			27,094.00
Metal Parapet Railing	368 lin.ft.		7.00	2,576.00
Preparation of Slopes	650 sq.yd.		1.00	650.00
Concrete Slab Riprap	650 sq.yd.		8.00	5,200.00
Install Water Mains	All Req. (50%)			500.00
				$120,413.40

Lombard Street U'xing (Br. #8996) (Sta. "L" 196+23.95)

Remove Detour Bridge	All Req. (50%)			$ 6,000.00
Shoring, Cribbing, etc.	All Req. (50%)			2,250.00
Structural Excavation	500 cu.yd.	$	4.00	2,000.00
Structural Excavation Below Elevation Shown	50 cu.yd.		6.00	300.00
Class "A" Concrete (1,276 cu.yd.)	All Req. (34%)			83,046.60
Metal Reinforcement (305,500 lb.)	All Req. (54%)			31,806.00
Metal Parapet Railing	430 lin.ft.		7.00	3,010.00
Preparation of Slopes	700 sq.yd.		1.00	700.00
Concrete Slab Riprap	700 sq.yd.		8.00	5,600.00
Install Water Mains	All Req. (50%)			500.00
				$135,212.60

Roadway Approach (U'xings)

Removal of Miscellaneous Concrete and Fracturing Pavement	All Req.			$ 1,500.00
Drainage Excavation, Unclassified	170 cu.yd.	$	4.00	680.00
General Excavation, Unclassified	360 cu.yd.		1.25	450.00
8-inch Sewer Pipe	420 lin.ft.		4.00	1,680.00

Extra for Pipe under Pavement	140 lin.ft.	$ 5.00	$ 700.00
Concrete Inlets, Type P	5 only	100.00	500.00
Adjustment of Manholes	1 only	150.00	150.00
Reconstruction of Manholes	2 only	250.00	500.00
Concrete Curbs	40 cu.yd.	45.00	1,800.00
Concrete Walks	480 sq.yd.	5.00	2,400.00
Reinforced Concrete Walks	46 sq.yd.	7.00	322.00
Concrete in Islands	6 cu.yd.	45.00	270.00
Salvage and Reinstall Type 1 Barricade	600 lin.ft.	1.00	600.00
Salvage and Stockpile Type 1 Barricade	70 lin.ft.	1.00	70.00
Salvage and Stockpile Guard Rail	400 lin.ft.	1.00	400.00
Coarse Crushed Material in Base	1,240 cu.yd.	3.50	4,340.00
3/4" - 0 Material in Base	210 cu.yd.	3.50	735.00
Sprinkling	36 M-gal.	5.00	180.00
Class "B" Asphaltic Concrete	1,100 ton	7.00	7,700.00
			$ 24,977.00
Flagging (57½$ of Contractor's Cost)	All Req.		$ 100.00
Place Tack Coat	All Req.		50.00
Water Pipe under Pavement	All Req.		660.00
Electrical Conduit under Pavement	All Req.		500.00
			$ 1,310.00
	Subtotal		$281,913.00
	10% Engr. & Cont.		28,191.00
	Total		$310,104.00

Length of 2 Structures - - - - 0.000 Miles

Federal Funds -	$285,000.00
State Funds -	25,104.00
	$310,104.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal-Aid
Project No. I-5-6(49)306

LOMBARD STREET, BRYANT STREET AND

PORTLAND BLVD. UNDERCROSSING STRUCTURES

ON THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 11, 1963

Type Code X721
Undercrossing Structures

N. Portland Blvd. U'xing (Br. #8997)(Sta. "L" 222+84.82)

Remove Detour Bridge	All Required (50%)		$ 7,500.00
Shoring, Cribbing, Etc.	All Required (50%)		3,500.00
Structural Excavation	600 cu.yds.	$ 4.00	2,400.00
Structural Excavation Below Elevation Shown	50 cu.yds.	6.00	300.00
Furnish Treated Timber Piling	900 lin.ft.	1.50	1,350.00
Drive Timber Piles	30 only	50.00	1,500.00
Class "A" Concrete (1,090 cu.yds. $85.00)	All Required (46%)		92,650.00
Metal Reinforcement (261,000 lbs. $0.12)	All Required (46%)		31,320.00
Metal Parapet Railing	368 lin.ft.	7.00	2,576.00
Preparation of Slopes	650 sq.yds.	1.00	650.00
Concrete Slab Riprap	650 sq.yds.	7.00	4,550.00
			$148,296.00

Lombard Street U'xing (Br. #8996)(Sta. "L" 196+23.95)

Remove Detour Bridge	All Required (50%)		$ 7,500.00
Shoring, Cribbing, Etc.	All Required (50%)		3,500.00
Structural Excavation	500 cu.yds.	$ 4.00	2,000.00
Structural Excavation Below Elevation Shown	50 cu.yds.	6.00	300.00
Class "A" Concrete (1,276 cu.yds. $85.00)	All Required (54%)		108,460.00
Metal Reinforcement (299,500 lbs. $12)	All Required (54%)		35,940.00
Metal Parapet Railing	430 lin.ft.	7.00	3,010.00
Preparation of Slopes	700 sq.yds.	1.00	700.00
Concrete Slab Riprap	700 sq.yds.	7.00	4,900.00
			$166,310.00

Roadway Approach (U'xings)

Removal of Miscellaneous Concrete and Fracturing Pavement	All Required		$ 2,000.00
Drainage Excavation, Unclassified	190 cu.yds.	$ 4.50	855.00
General Excavation, Unclassified	360 cu.yds.	1.50	540.00
6-inch Metal Drain Pipe	330 lin.ft.	2.50	825.00
8-inch Sewer Pipe	420 lin.ft.	2.50	1,050.00
Extra for Pipe Under Pavement	140 lin.ft.	5.00	700.00
Concrete Inlets, Type P	5 only	100.00	500.00
Adjustment of Manholes	1 only	75.00	75.00
Reconstruction of Manholes	2 only	150.00	300.00
Concrete Curbs	40 cu.yds.	48.00	1,920.00
Concrete Walks	700 sq.yds.	5.00	3,500.00
Reinforced Concrete Walks	64 sq.yds.	6.00	384.00
Concrete in Islands	6 cu.yds.	50.00	300.00
Salvage and Reinstall Type 1 Barricade	600 lin.ft.	1.00	600.00
Salvage and Stockpile Type 1 Barricade	70 lin.ft.	1.50	105.00
Salvage and Stockpile Guard Rail	400 lin.ft.	2.00	800.00
Coarse Crushed Material in Base	1,240 cu.yds.	3.50	4,340.00
3/4" - 0 Material in Base	210 cu.yds.	3.75	787.50
Sprinkling	36 M-gals.	3.50	126.00
Class "B" Asphaltic Concrete	1,100 tons	7.50	8,250.00
			$ 27,957.50

Type Code I009
Bryant St. Pedestrian Structure (Br. #9016)(Sta. "L" 211+50)

Shoring, Cribbing	All Required		$ 1,000.00
Structural Excavation	70 cu.yds.	$ 10.00	700.00
Structural Excavation Below Elevation Shown	5 cu.yds.	10.00	50.00
Class "A" Concrete (158 cu.yds. $85.00)	All Required		13,430.00
Metal Reinforcement (31,000 lbs. $0.12)	All Required		3,720.00
Standard Steel Railing	400 lin.ft.	14.00	5,600.00
			$ 24,500.00
Flagging (57½$ of Contractor's Cost)	All Required		$ 100.00
Place Tack Coat	All Required		50.00
			$ 150.00
	Subtotal		$367,213.50
	10% Engr. & Cont.		36,720.50
	Total		$403,934.00

Length of 3 Structures - - - - - - - 0.000 Mile

Federal Funds - - - - - - -

Oregon State Highway Department

Federal Aid
Project No. I-5-6(49)306

LOMBARD STREET, BRYANT STREET AND

PORTLAND BLVD. UNDERCROSSING STRUCTURES

ON THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 19, 1963

Type Code X721
Undercrossing Structures

N. Portland Blvd. U'xing (Br. #8997)(Sta. "L" 222+84.82)

Remove Detour Bridge	All Required (50%)		$ 7,500.00
Shoring, Cribbing, Etc.	All Required (50%)		3,500.00
Structural Excavation	600 cu.yds.	$ 4.00	2,400.00
Structural Excavation Below Elevation Shown	50 cu.yds.	6.00	300.00
Furnish Treated Timber Piling	900 lin.ft.	1.50	1,350.00
Drive Timber Piles	30 only	50.00	1,500.00
Class "A" Concrete (1090 cu.yds. $85.00)	All Required (46%)		92,650.00
Metal Reinforcement (261,000 lbs. $0.12)	All Required (46%)		31,320.00
Metal Parapet Railing	368 lin.ft.	7.00	2,576.00
Preparation of Slopes	650 sq.yds.	1.00	650.00
Concrete Slab Riprap	650 sq.yds.	7.00	4,550.00
Install Water Mains	All Required (50%)		3,000.00
			$151,296.00

Lombard Street U'xing (Br. #8996)(Sta. "L" 196+23.95)

Remove Detour Bridge	All Required (50%)		$ 7,500.00
Shoring, Cribbing, Etc.	All Required (50%)		3,500.00
Structural Excavation	500 cu.yds.	$ 4.00	2,000.00
Structural Excavation Below Elevation Shown	50 cu.yds.	6.00	300.00
Class "A" Concrete (1276 cu.yds. $85.00)	All Required (54%)		108,460.00
Metal Reinforcement (299,500 lbs. $12.00)	All Required (54%)		35,940.00
Metal Parapet Railing	430 lin.ft.	7.00	3,010.00
Preparation of Slopes	700 sq.yds.	1.00	700.00
Concrete Slab Riprap	700 sq.yds.	7.00	4,900.00
Install Water Mains	All Required (50%)		3,000.00
			$169,310.00

Roadway Approach (Wilsonville)

Removal of Miscellaneous Concrete and Fracturing Pavement	All Required		$ 2,000.00
Drainage Excavation, Unclassified	170 cu.yds.	$ 4.50	765.00
General Excavation, Unclassified	360 cu.yds.	1.50	540.00
8-inch Sewer Pipe	420 lin.ft.	2.50	1,050.00
Extra for Pipe Under Pavement	140 lin.ft.	5.00	700.00
Concrete Inlets, Type P	3 only	100.00	300.00
Adjustment of Manholes	1 only	75.00	75.00
Reconstruction of Manholes	2 only	150.00	300.00
Concrete Curbs	40 cu.yds.	48.00	1,920.00
Concrete Walks	480 sq.yds.	5.00	2,400.00
Reinforced Concrete Walks	46 sq.yds.	6.00	276.00
Concrete in Islands	6 cu.yds.	50.00	300.00
Salvage and Reinstall Type 1 Barricade	600 lin.ft.	1.00	600.00
Salvage and Stockpile Type 1 Barricade	70 lin.ft.	1.50	105.00
Salvage and Stockpile Guard Rail	400 lin.ft.	2.00	800.00
Coarse Crushed Material in Base	1,240 cu.yds.	3.50	4,340.00
3/4" - 0 Material in Base	210 cu.yds.	3.75	787.50
Sprinkling	36 M-gals.	3.50	126.00
Class "B" Asphaltic Concrete	1,100 tons	7.50	8,250.00
			$ 25,834.50

Flagging (57½ of Contractor's Cost)	All Required		$ 100.00
Place Tack Coat	All Required		50.00
			$ 150.00
	Subtotal		$346,590.50
	10% Engr. & Cont.		34,658.50
	Total		$381,249.00

Length of 2 Structures - - - - - - - 0.000 Mile

Federal Funds - - - - - - -

Oregon State Highway Department

Federal Aid
Project No. I-5-6(49)306

N Portland Blvd

LOMBARD STREET, AND BRYANT STREET

UNDERCROSSING STRUCTURES ON THE

PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 30, 1963

Type Code X721
Undercrossing Structures

N. Portland Blvd. U'xing (Br. #8997)(Sta. "L" 222+84.82)

Remove Detour Bridge	All Required (50%)		$ 7,500.00
Shoring, Cribbing, Etc.	All Required (50%)		3,500.00
Structural Excavation	600 cu.yds.	$ 4.00	2,400.00
Structural Excavation Below Elevation Shown	50 cu.yds.	6.00	300.00
Furnish Treated Timber Piling	900 lin.ft.	1.50	1,350.00
Drive Timber Piles	30 only	50.00	1,500.00
Class "A" Concrete (1090 cu.yds. $85.00)	All Required (46%)		92,650.00
Metal Reinforcement (261,000 lbs. $0.12)	All Required (46%)		31,320.00
Metal Parapet Railing	368 lin.ft.	7.00	2,576.00
Preparation of Slopes	650 sq.yds.	1.00	650.00
Concrete Slab Riprap	650 sq.yds.	7.00	4,550.00
Install Water Mains	All Required (50%)		3,000.00
			$151,296.00

Lombard Street U'xing (Br. #8996)(Sta. "L" 196+23.95)

Remove Detour Bridge	All Required (50%)		$ 7,500.00
Shoring, Cribbing, Etc.	All Required (50%)		3,500.00
Structural Excavation	500 cu.yds.	$ 4.00	2,000.00
Structural Excavation Below Elevation Shown	50 cu.yds.	6.00	300.00
Class "A" Concrete (1276 cu.yds. $85.00)	All Required (54%)		108,460.00
Metal Reinforcement (305,500 lbs. $12.00)	All Required (54%)		36,660.00
Metal Parapet Railing	430 lin.ft.	7.00	3,010.00
Preparation of Slopes	700 sq.yds.	1.00	700.00
Concrete Slab Riprap	700 sq.yds.	7.00	4,900.00
Install Water Mains	All Required (50%)		3,000.00
			$170,030.00

Roadway Approach (U'xings)

Removal of Miscellaneous Concrete and Fracturing Pavement	All Required		$ 2,000.00
Drainage Excavation, Unclassified	170 cu.yds.	$ 4.50	765.00
General Excavation, Unclassified	360 cu.yds.	1.50	540.00
8-inch Sewer Pipe	420 lin.ft.	2.50	1,050.00
Extra for Pipe Under Pavement	140 lin.ft.	5.00	700.00
Concrete Inlets, Type P	5 only	100.00	500.00
Adjustment of Manholes	1 only	75.00	75.00
Reconstruction of Manholes	2 only	150.00	300.00
Concrete Curbs	40 cu.yds.	48.00	1,920.00
Concrete Walks	480 sq.yds.	5.00	2,400.00
Reinforced Concrete Walks	46 sq.yds.	6.00	276.00
Concrete in Islands	6 cu.yds.	50.00	300.00
Salvage and Reinstall Type 1 Barricade	600 lin.ft.	1.00	600.00
Salvage and Stockpile Type 1 Barricade	70 lin.ft.	1.50	105.00
Salvage and Stockpile Guard Rail	400 lin.ft.	2.00	800.00
Coarse Crushed Material in Base	1,240 cu.yds.	3.50	4,340.00
3/4" - 0 Material in Base	210 cu.yds.	3.75	787.50
Sprinkling	36 M-gals.	3.50	126.00
Class "B" Asphaltic Concrete	1,100 tons	7.50	8,250.00
			$ 25,834.50
Flagging (57½% of Contractor's Cost)	All Required		$ 100.00
Place Tack Coat	All Required		50.00
Water Pipe Under Pavement	All Required		660.00
Electrical Conduit Under Pavement	All Required		500.00
			$ 1,310.00
	Subtotal		$348,470.50
	10% Engr. & Cont.		34,846.50
	Total		$383,317.00

Length of 2 Structures - - - - - 0.000 Miles

Federal Funds - - - - -

RECEIVED
NOV 15 1963

FOR FILING

I-5-6(49)306
6345

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1963

SUBJECT: Lombard St. & N. Portland Blvd. U'Xings
Contract No. 6345
Federal Aid Project No. I-5-6(49)306

To: Mr. A. W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Kirkemeier Construction Company started work on the above project on November 12, 1963.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: Floyd Query
C. H. Maison
L. H. Young
D. B. Parkes

NOTED
FLOYD QUERY

OSHD Copy

FORM S-133

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 13, 1963

Init
Div Eng
Eng Coord
Dist Eng

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Drainage Work on Lombard Street
Minnesota Freeway Section
Projects I-5-6(36)304 and I-5-6(49)306

1.345
6156

Dear Sir:

On the plans for the Minnesota Freeway grading project, I-5-6(36)304, we include the installation of a catch basin and 8-inch drain pipe across Lombard Street near Station 13+50 which is easterly of the Lombard Street structure. Due to conflict with the detour, it is not feasible to construct the facility under the grading contract. It is possible to do this work under the structure contract after the traffic is taken off the detour route.

Since both projects have bid items to cover all the necessary work, it would not be necessary to negotiate a price for a new work item on the structure contract. Due to a difference of bid prices, a change from one job to the other would increase the total cost by $20.60 based on plan amounts, but this could either decrease or increase according to the actual quantities required. At any rate, the change in cost would be very minor.

We propose to delete this work from project I-5-6(36)304 and add same to project I-5-6(49)306, both at bid prices for the respective contracts. Your concurrence in this transfer is requested.

NOV 18 1963
APPROVED DATE _____
A. W. Parsons, Division Engineer
Oregon Div., Bureau of Public Roads
By _____ Title _____
G. R. Brooks
Division Engineer

Very truly yours,

F. D. Morgan
Construction Engineer

By
G. L. Decker
Assistant Construction Engineer

Dist	Area		Init
		Div Eng	
		Eng Coord	
		Dist Eng - A	
		Area A Eng	
		Dist Eng - B	
		Area B Eng	
		Planning	
		R/ of Way	
		Bridge Eng	
		Admin M	
		Mai t	
		File	

ROLLED
HOLD P. SHAW

RECEIVED
OCT 29 1963
FOR FILING

October 17, 1963

Commissioner William Bowes
Commissioner of Public Works

Mr. L. H. Rosenthal
City Engineer

Mr. Fred T. Fowler
Highway Coordinator

Mr. William Weller
Traffic Engineer

NOTED
R. L. PORTER

Subject: Lombard St. & Portland Blvd. Undercrossing Structures
Minnesota Freeway Section
Pacific Highway
Prefix: 62[illegible]-1009
Contract: 6[illegible]

Gentlemen:

This is to inform you that a contract has been awarded to the Birkemeier Construction Company to construct structures over the Minnesota Freeway at N. Lombard Street and N. Portland Blvd.

This work in addition to the two structures includes the construction of 440 square yards of concrete sidewalk, 1,321 cubic yards of crushed base material, and 999 tons of asphaltic concrete pavement at the ends of the structures.

Mr. Robert Shotwell will be our Resident Bridge Engineer on the project. His telephone number is 235-8911, Ext. 74. His home telephone number is Forest Grove EL 7-6938. Any questions arising during the progress of this work should be directed to him.

Sincerely,

F. B. Klaboe
Metropolitan Engineer

By NOTED
J. M. CARTWRIGHT

Jack M. Cartwright
Metropolitan Office Engineer

RECEIVED
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

JMC/cp
CC: Mr. R. L. Porter
Mr. A. E. Johnson
Mr. E. E. Johnston
Mr. R. E. Shotwell

RECEIVED
NOV 19 1963
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM
FOR FILING
I-205-1(4)306
6345

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
Portland 13

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 16, 1963

Commissioner William Bowes
Commissioner of Public Works

Mr. L. H. Rosenthal
City Engineer

Mr. Fred Fowler
Highway Coordinator

Mr. William Weller
Traffic Engineer

RE: West Marquam Interchange Unit
Eastbank Freeway Section
Pacific Highway
Prefix: 626-1008
Contract: 6345

Gentlemen:

This is to inform you that a contract has been awarded to the Peter Kiewit Sons' Company to construct six interchange ramps at the west end of the Marquam Bridge on the Eastbank Freeway.

This work in addition to the six ramp structures includes the construction of two retaining walls, an access road, 2760 linear feet of six-foot chain link fence and other miscellaneous highway construction.

Mr. John Howard will be our Resident Bridge Engineer on the project. His telephone number is 235-8911, extension 33. His home telephone number is CA3-5277. Any questions arising during the progress of this work should be directed to him.

Very truly yours,

F. B. Klabee
Metropolitan Engineer

By: Jack M. Cartwright
Metropolitan Office Engineer

NOV R. L. PORTER

JMC:sk

cc Mr. R. L. Porter
Mr. A. E. Johnson
Mr. B. P. Huntley
Mr. John Howard

RECEIVED
NOV 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 16 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

October 10, 1963

6345

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.2-EC Salem, Oregon

Oregon Project I-5-6(49)306
Lombard Street and North Portland Boulevard Undercrossings
on the Minnesota Freeway Section
Structures

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6345 to Birkemeier Construction Company of Milwaukie, Oregon, low bidder in the amount of $281,503.00 at the October 8, 1963 bid opening.

original to Young
10-14-63

NOTED
LLOYD P. SHAW

RECEIVED
OCT 11 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
October 10, 1963

Streamliner Const. Co.,
14511 SE River Road
Milwaukie
Oregon

Gentlemen:

The State Highway Commission on October 10, 1963, awarded to you State Highway Contract No. 6265 for the following project:

Minnesota Freeway Undercrossings of Lombard Street and North Portland Blvd., in Portland, Multnomah County.

This award was based on your low bid of $281,503.00 which was submitted to the Commission on October 8, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dz

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
SEP 30 1963
FOR FILING

477 Cottage Street N.E.
Salem, Oregon - 97301

September 16, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
08-35.2-BA Salem, Oregon

By:
G. R. Brooks
District Engineer

Oregon Project I-5-6(49)306
Lombard St., Bryant St. and
Portland Blvd. Undercrossing Structures
Minnesota Freeway
Structures

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Authorization is given with the understanding that work involved in non-reimbursable utilities will be set forth as separate bid items. Concurrence in award will be on the lowest bid but Federal participation will be limited on the basis of unit bid prices presented in the proposal by the individual contractor who is the lowest responsible bidder on all items except the non-reimbursable utility items.

Recent quantity difficulties on the current Minnesota Freeway grading project indicate the necessity of temporarily eliminating the Bryant Street Pedestrian U'xing structure. Our authorization is given with the understanding that this structure be eliminated from the project.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired, with relocation advisory assistance unnecessary.

Your September 11, 1963 status of preparatory work for utility adjustments indicates that no delays are anticipated. It is understood that water main utility work is included in the project agreement estimate for Project I-5-6(36)304 for both Lombard and N. Portland Blvd. structures.

original To Young - with attach.
cc Gifford
9-30-63

NOTED
LLOYD P. SHAW

U-318(7) Vista Ridge Pilot Tunnel Sec., 1963
Sunset Hwy. in Portland (Tunnel
#6346 & Soil Embank.)

FORM E-30

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213

RECEIVED
DEC 1 1 1973
LEGAL

DATE December 11, 1973

TO MEMO TO THE FILES

TO CENTRAL FILES

FROM TED INLOES
Metropolitan Office Engineer

NOTED
JACK L. SOLLIS

SUBJECT Hilda Baar vs. Drake-Winston

On December 6, 1973 a representative of Attorney Charles Merton requested coping contract file correspondence relating to the Vista Ridge Tunnel projects, a copy of which is attached.

There have been other correspondence copied previously of which I have no record. Permission to copy these files was received by phone from John McCulls of the Legal Section.

pb

Attachment

METROPOLITAN ENGINEER
RECEIVED
DEC 11 1973
ME AME AME ADE MDE MTE

cc Sollis
w/List

Contract No. 7122
Vista Ridge Westbound Tunnel

1. TO: N. R. Drulard
   FROM: A. V. Benedict
   DATE: March 20, 1969

2. TO: A. E. Johnson
   RE: Subcontract #10
   DATE: 11/6/68
   4 copies

3. TO: Memo To The Files
   FROM: A. E. JOHNSON
   DATE" 4/12/68

4. TO: Drulard
   FROM Benedict
   DATE: 4/5/68

5. TO: A. E. Johnson
   FROM: Ikola
   DATE: 3/21/68

6. TO: OSHD
   ATTEN: A. E. Johnson
   FROM: Drulard
   DATE: 3/21/68

Contract 6346

7. Contract pgs. 5 & 6
   1 copy each

8. cc: Klaboe
   TO: Talbot (Corps of Engrs.)
   FROM: Ivan Merchant
   DATE: 12/11/64

9. TO: J. Lawrence (Shearin & Stampin)
   FROM: Benedict
   DATE: 1/9/64

Contract 6346 (cont.)

10. TO: Crandall
    FROM: Klaboe
    DATE: 10/9/63

Contract 7122

11. TO: Versteeg
    FROM: Harry Oswald
    DATE: 3/19/70

PLANS
Westbound Vista Ridge Tunnel

12. Dwg. # 20478
    Foundation Data
    Br. #9392
    SW 18th Avenue Undercrossing
    (2) copies

13. Dwg. # 23536
    Foundation Data
    Br. # 91033
    (2) copies

14. Dwg. # 23537
    Foundation Data
    Br. #9103B
    (2) copies

15. Dwg. 23538
    Foundation Data
    Br. #9103B

PLANS
Eastbound Vista Ridge Tunnel

16. Dwg. 20809
Foundation Data
Br. 9103
(2) copies

17. Dwg. 20810
Foundation Data
Br. 9103
(2) copies

18. Dwg. 20811
Foundation Data
Br. 9103
(2) copies

19. Dwg. 20812
Foundation Data
Br. 9103
(2) copies

20. Dwg. 20813
Foundation Data
Br. 9103
(2) Copies

21. Dwg. 20561
Sunset Hwy. Overcrossing
Foundation Data
Br. 9391
(2) copies

Monthly transaction number	FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
10-81		Oregon
Project report number: 25	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 10-15-68	County: Multnomah
Modification number: 5		Project number: U-318(7)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on November 26, 1963, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 427,791	$ 460,010
Federal funds	$ 263,800.00	$ 283,700.00
Other revisions		

This modification is made for the following reasons:

Estimate revised to include increase in cost of preliminary engineering.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 15 day of October, 1968.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By P K Patton

Asst. State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By L L Green
(Division Engineer)
For R. E. Simpson

US COMM-DC 26364-P65

Oregon State Highway Department

Federal-Aid
Project No. I-110(7)

PORTLAND (SEX [illegible]-[illegible] AVE., [illegible])

.F THE SUNSET HWY. NO. [illegible] and [illegible]

(Revised estimate as a basis for modification of project agreement. Revised to include increase in cost of preliminary engineering.)

Salem, Oregon, October 4, 1966

Zion Tests Rds.
Preliminary Engineering (Sta. 22 24 to Sta. 111 00)

Vista Ridge Pilot Tunnel (Sta. 110-) 11 50 to Sta. 116-) 42 50)(Contract 0146)

Clearing and Grubbing	All Required		$ 4,000.00
Excavated Pilot Tunnel	937 Lin.Ft.	$ 70.00	69,090.00
Timber Tunnel Lining	12.96 M.M.	675.00	8,737.68
	Subtotal		$81,827.68
	14% Engr. & Cont.		9,172.32
	Pilot Tunnel Total		$90,000.00

Preliminary Engineering			
Preliminary Engineering (State Forces)		All Required	$349,707.23
Parsons, Brinckerhoff, Tudor & Douglas (Tunnel Consultants)		All Required	20,292.77
			$370,000.00

Length of Project - - - - - - - - - - - - - - - 1.675 miles

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Pilot Tunnel (0146)	$ 90,000.00	$ 55,500.00	$ 34,500.00
Preliminary Engr.	370,000.00	220,200.00	141,800.00
	$460,000.00	$283,700.00	$176,310.00

State Funds for Const.: Chap. 279, Laws 1947; Chap. 31, Laws 1953; Chap. 329, Laws 1957.
State Funds for Maint.: Chap. 345, Laws 1955.

Prefixes: 26-1011
26-1930

Monthly transaction number	FC PR-2A (R 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te
5-76		Oregon
Project report number	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County
21 22		Multnomah
Modification number	(PPM 21-7)	Project number
4		U-318(7)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on November 26, 1963, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 401,191	$ 427,791
Federal funds	$ 247,400.00	$ 263,800.00
Other revisions		

This modification is made for the following reasons:

Revised estimate based on low bid prices for Vista Ridge Pilot Tunnel Contract, estimated increase in cost of survey, design and other preliminary work.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 20 day of May, 19 68.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By M Kleber

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By _____
(Division Engineer)
R. E. Simpson, Division Engineer

US COMM-DC 26364-P65

Oregon State Highway D[illegible]rtment

Federal-Aid
Project No. S-318(7)

PORTLAND CITY LIMITS-160TH AVENUE SECTION OF THE

SUNSET HIGHWAY IN MULTNOMAH COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices for Vista Ridge Pilot Tunnel Contract, estimated increase in cost of survey, design and other preliminary work.)

Salem, Oregon, May 10, 1968

Type Code P.E.
Preliminary Engineering (Sta. 22+54 to Sta. 111+00)

Vista Ridge Pilot Tunnel (Sta. TEB-1 31+50 to Sta. TEB-3 41+50) (Contract 6346)

Clearing and Grubbing	All Required		$ 4,000.00
Excavated Pilot Tunnel	1,000 lin.ft.	$ 7.00	70,000.00
Timber Tunnel Lining	8 MBM	675.00	5,400.00
			$ 79,400.00
Tunnel Drainage	All Required		$ 160.00
Flagging (57½ of Contractor's Cost)	All Required		250.00
			$ 410.00
	Subtotal		$ 79,810.00
	10% Engr. & Cont.		7,981.00
	Pilot Tunnel Total		$ 87,791.00

Preliminary Engineering

Surveys Plans, etc. (State Force)	All Required	$19,707.23
Parsons, Brinckerhoff, Quade & Douglas (Tunnel Consultants)	All Required	20,292.77
		$40,000.00
	Total	$127,791.00

Length of Project - - - - - - - - - 1.675 Miles

Federal Funds -	$263,800.00
State Funds -	163,991.00
	$127,791.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Profiles 26-1011
26-1023

Monthly transaction number	FORM 2A (REV. 6-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
3-2		Oregon
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County
19		Multnomah
Modification number	(PPM 21-7)	Project number
3		U-313(7)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on November 26, 1963, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 351,191	$ 401,191
Federal funds	$ 216,600.00	$ 247,400.00
Other revisions		

This modification is made for the following reasons:

Revised estimate based on low bid prices for Vista Ridge Pilot Tunnel Contract, estimated increase in cost of survey, design and other preliminary work.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 16 day of February, 1968.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. B. Kubel

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons, Division Engineer

By L. R. Backlund
(Division Engineer)
L. R. Backlund, Admin Manager

US COMM-D C 26364-P65

Oregon State Highway Department

Federal-Aid
Project No. U-318(7)

PORTLAND CITY LIMITS-16TH AVENUE SECTION OF THE

SUNSET HIGHWAY IN MULTNOMAH COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices for Vista Ridge Pilot Tunnel Contract, estimated increase in cost of survey, design and other preliminary work.)

Salem, Oregon, February 8, 1968

Type Code P.E.
Preliminary Engineering (Sta. 22+54 to Sta. 111+06)

Vista Ridge Pilot Tunnel (Sta. TH-3 31+50 to Sta. TH-3 41+50)(Contract 6346)

Clearing and Grubbing	All Required		$ 4,000.00
Excavated Pilot Tunnel	1,000 lin.ft.	$ 7.00	70,000.00
Timber Tunnel Lining	8 MBM	675.00	5,400.00
			$ 79,400.00
Tunnel Drainage	All Required		$ 160.00
Flagging (57¢ of Contractor's Cost)	All Required		250.00
			$ 410.00
	Subtotal		$ 79,810.00
	10% Engr. & Cont.		7,981.00
	Pilot Tunnel Total		$ 87,791.00

Preliminary Engineering

Surveys, Plans, etc. (State Force)	All Required	$293,107.23
Parsons, Brinckerhoff, Quade & Douglas (Tunnel Consultants)	All Required	20,292.77
		$313,400.00
	Total	$401,191.00

Length of Project . . . . 1.675 miles

Federal Funds	$247,400.00
State Funds	153,791.00
	$401,191.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Prefixes 26-1011
26-1963

Monthly transaction number	FORM R-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
10-13		Oregon
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County
16		Multnomah
Modification number	(PPM 21-7) 9-25-67	Project number
2		U-318(7)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on November 26, 1963, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 318,691	$ 351,191
Federal funds	$ 196,500.00	$ 216,600.00
Other revisions		

This modification is made for the following reasons:

Estimate revised as based on low bid prices for Vista Ridge Pilot Tunnel contract, estimated increase in cost of survey, design and other preliminary work.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 25 day of September, 1967.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By M Klabon

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons, Division Engineer

By L. R. Backlund
(Division Engineer)

L. R. Backlund, Admin. Manager

US COMM-DC 26364-P65

Oregon State Highway Department

Federal-Aid
Project No. U-318(7)

PORTLAND CITY LIMITS - N.E. 7TH AVENUE SECTION OF THE

SUNSET HIGHWAY IN MULTNOMAH COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices for Vista Ridge Pilot Tunnel Contract, estimated increase in cost of survey, design and other preliminary work.)

Salem, Oregon September 5, 1967

Item Code F.E.
Preliminary Engineering (Sta. 22+54 to Sta. 111+00)

Vista Ridge Pilot Tunnel (Sta. Tn'l-1 31+50 to Sta. Tn'l-1 41+50)(Contract 6346)

Clearing and Grubbing	All Required		$ 4,000.00
Excavated Pilot Tunnel	1,000 lin.ft.	$ 70.00	70,000.00
Timber Tunnel Lining	8 MBM	675.00	5,400.00
			$ 79,400.00
Tunnel Drainage	All Required		$ 160.00
Flagging (57% of Contractor's Cost)	All Required		250.40
			$ 410.00
	Subtotal		$ 79,810.00
	10% Engr. & Cont.		7,981.00
	Pilot Tunnel Total		$ 87,791.00

Preliminary Engineering

Surveys, Plans, etc. (State Force)	All Required	$ 243,107.23
Parsons, Brinckerhoff, Quade & Douglas (Tunnel Consultants)	All Required	20,292.77
		$ 263,400.00
	Total	$ 351,191.00

Length of Project 1.675 Miles

Federal Funds	$ 216,600.00
State Funds	134,591.00
	$ 351,191.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939.

State Funds for Const.: Chap. 329, Laws 1939.

STATE COPY

Monthly transaction number

RECEIVED
JUN 23 1966
FOR FILING

Project report number

FORM PR-2A (1-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

State	Oregon
County	Multnomah
Project number	U-318(7)

U-318(7)

6346

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on November 26, 1963, is hereby modified as follows:

Revised estimated total cost of project $ [illegible]

Revised Federal funds $ 196,500.00

Other revisions

Revised modified project agreement is executed to properly reflect the consultant engineering work.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 20th day of June, 19 66.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [signature]

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By [signature]
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

Oregon State Highway Department

Federal Aid
Project No. U-313(7)

PORTLAND CITY LIMITS - 13TH AVENUE SECTION OF THE

SUNSET HIGHWAY IN MULTNOMAH COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices for Vista Ridge Pilot Tunnel Contract, estimated cost of survey, design and other preliminary work. Revised to include consultant engineering.)

Salem, Oregon, June 8, 1966.

Type Code P.E.
Preliminary Engineering (Sta. 22+54 to Sta. 111+00)

Vista Ridge Pilot Tunnel (Sta. TEB-3 31+50 to Sta. TEB-3 41+50)(Contract 6346)

Clearing and Grubbing	All Required		$ 4,000.00
Excavated Pilot Tunnel	1,000 lin.ft.	$ 7.00	70,000.00
Timber Tunnel Lining	8 MBM	675.00	5,400.00
			$79,400.00
Tunnel Drainage	All Required		$ 160.00
Flagging (57½% of Contractor's Cost)	All Required		250.00
			$ 410.00
	Subtotal		$79,810.00
	10% Engr. & Cont.		7,981.00
	Pilot Tunnel Total		$87,791.00

Preliminary Engineering

Surveys, Plans, etc. (State Force)	All Required	$210,60 .23
Parsons, Brinckerhoff, Quade & Douglas (Tunnel Consultants)	All Required	20,292.77
		$230,900.00
	Total	$318,691.00

Length of Project 1.675 Miles

Federal Funds	$196,500.00
State Funds	122,191.00
	$318,691.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, laws 1920; Chap. 529, Laws 1939.

State Funds for Const.: Chap. 529, laws 1939.

STATE COPY

Monthly transaction number

RECEIVED
DEC 17 1965

Project report number
FOR FILING
11

PR-2A (8-[illegible]-67) U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

11-19-65

State: Oregon

County: Multnomah

Project number: U-318(7)

U-318(7)

6346

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on November 26, 1963, is hereby modified as follows:

Revised estimated total cost of project $ 318,691.00

Revised Federal funds $ 196,500.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 19th day of November, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [signature]

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ A. W. Parsons
(Division Engineer)

By [signature]
L. R. Backlund, Administrative Mgr.

USCOMM-DC 81120-P63

Oregon State Highway Department

Federal Aid
Project No. U-318(7)

PORTLAND CITY LIMITS - 18TH AVENUE SECTION OF THE

SUNSET HIGHWAY IN MULTNOMAH COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices for Vista Ridge Pilot Tunnel Contract and increase in estimated cost of survey, design and other preliminary work.)

Salem, Oregon, November 5, 1965

Type Code P.E.
Preliminary Engineering (Sta. 22+54 to Sta. 111+00)

Vista Ridge Pilot Tunnel (Sta. TEB-3 31+50 to Sta. TEB-3 41+50)(Contract 6346)

Clearing and Grubbing	All Required		$ 4,000.00
Excavated Pilot Tunnel	1,000 Lin. Ft.	$ 70.00	70,000.00
Timber Tunnel Lining	[redacted]	675.00	5,400.00
			$ 79,400.00
Tunnel Drainage	All Required		$ 160.00
Flagging (57½% of Contractors' Cost)	All Required		250.00
			$ 410.00
	Subtotal		$ 79,810.00
	10% Engr. & Cont.		7,981.00
	Pilot Tunnel Total		$ 87,791.00

Preliminary Engineering (State Force)

Surveys, Plans, etc.	All Required	$230,900.00
	Total	$318,691.00

Length of Project - - - - - - - - - - - - 1.675 Miles

Federal Funds -	$196,500.00
State Funds -	122,191.00
	$318,691.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Const.: Chap. 529, Laws 1939.

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
U-318(17) 16	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY Multnomah
PROJECT REPORT NO.		PROJECT NO. U-318(7)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 26 W. Portland City Limits E.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING	6-6-60	1.675
RIGHTS-OF-WAY		
CONSTRUCTION		
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 150,000.00	$ 94,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stone

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer November 26, 1963

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

USCOMM-DC 20134-P62

FORM PR-2, FEDERAL-AID PROJECT AGREEMENT (SUPPLEMENT)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

THE STATE HIGHWAY DEPARTMENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE RULES AND REGULATIONS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, COLOR OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY CREATED THEREBY.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER NO. 11114 OF JUNE 22, 1963, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SAID COMMITTEE, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN THE SAID EXECUTIVE ORDER OR BY RULE, REGULATION OR ORDER OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, OR AS OTHERWISE PROVIDED BY LAW.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY ISSUED PURSUANT TO SECTION 303 OF EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE BUREAU OF PUBLIC ROADS MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE BUREAU, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES."

THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE IN ANY FEDERALLY ASSISTED CONSTRUCTION WORK WHICH IT PERFORMS ITSELF OTHER THAN THROUGH THE PERMANENT WORK FORCE DIRECTLY EMPLOYED BY AN AGENCY OF GOVERNMENT.

THE STATE HIGHWAY DEPARTMENT AGREES THAT IT WILL COOPERATE ACTIVELY WITH THE BUREAU OF PUBLIC ROADS AND THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE COMMITTEE, THAT IT WILL FURNISH THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE BUREAU OF PUBLIC ROADS IN THE DISCHARGE OF THE BUREAU'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE. THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11114 WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925 AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE BUREAU OF PUBLIC ROADS OR THE COMMITTEE PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925. IN ADDITION, THE STATE HIGHWAY DEPARTMENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS THE BUREAU OF PUBLIC ROADS MAY CANCEL, TERMINATE OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE), MAY REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE UNDER ANY OF ITS PROGRAMS SUBJECT TO EXECUTIVE ORDER 11114 UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH STATE HIGHWAY DEPARTMENT, OR MAY REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

Oregon State Highway Department

Federal Aid
Project No. U-318(7)

PORTLAND CITY LIMITS-16TH AVENUE SECTION OF THE

SUNSET HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on estimated cost of preliminary and location surveys and low bid prices for Vista Ridge Pilot Tunnel Contract.)

Salem, Oregon, November 8, 1963

Type Code P.E.
Preliminary Engineering (Sta. 22+54 to Sta. 111+00)

Vista Ridge Pilot Tunnel (Sta. TEB-3 31+50 to Sta. TEB-3 41+50)(Contract 6346)

Clearing and Grubbing	All Required		$ 4,000.00
Excavated Pilot Tunnel	1,000 lin.ft.	$ 70.00	70,000.00
Timber Tunnel Lining	8 MBM	675.00	5,400.00
			$79,400.00
Tunnel Drainage	All Required		$ 160.00
Flagging (57½% of Contractors' Cost)	All Required		250.00
			$ 410.00
	Subtotal		$79,810.00
	10% Engr. & Cont.		7,981.00
	Pilot Tunnel Total		$87,791.00

Preliminary Engineering (State Force)

Surveys, Plans, etc.	All Required	$62,209.00
	Total	$150,000.00

Length of Project - - - - - - - - - - - - 1.675 miles

Federal Funds -	$ 94,000.00
State Funds -	56,000.00
	$150,000.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, 1 , 1920;
Chap. 529, laws 1939.

State Funds for Const.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project U-310(7)

PORTLAND CITY LIMITS-16TH AVENUE SECTION

OF THE SUNSET HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 9, 1963

Type Code P.E.
Vista Ridge Pilot Tunnel (Sta. T.E.B-1 31+50 to Sta. T.E.B.-1 45+50)

Clearing and Grubbing	All Required		$ 500.00
Tunnel Excavation, Unclassified	1,000 cu.yds.[Lin. Ft.]	$ 50.00	50,000.00
Timber Tunnel Lining	8 M-FBM	300.00	2,400.00
			$52,900.00
Tunnel Drainage	All Required		$ 160.00
Flagging (5715 of Contractor's Cost)	All Required		250.00
			$ 410.00
	Subtotal		$53,310.00
	10% Engr. & Cont.		5,331.00
	Total		$58,641.00

Length of Project - - - - - - - - - - - - - 0.265 mile
Cost of Project per Mile - - - - - - - - $221,286.79

Federal Funds -	$36,000.00
State Funds -	22,641.00

State Forces Work retained in Authorized Status.

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$91,359.00	$54,000.00	$37,359.00

RECEIVED
OCT 13 1964
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

DATE: October 6, 1964

In reply refer to: 08-35.2-DA

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Tunnel Section, Sunset Interchange, F-318(7)

The general design of the western approach lay-out to the Sunset Tunnel (as shown in interchange sheet dated 3/27/62) appears acceptable with the following exceptions:

1. Median Area west Sta. 45.
In view of the recent trend toward safety we recommend studying the right-of-way and alignment in an attempt to obtain additional median width. Also, as an added safety feature, we recommend that you consider mounting the median guardrail out from the post an additional 8" by wooden blocks.

2. "OJ" and A2 ramp split.
As now proposed, the alignment of the A2 off-ramp would be superior to the "OJ" line into the city. This could confuse the motorist as to the preferred route and we recommend that you consider shifting the split farther north to clearly differentiate the ramp from the main route.

3. Provision for passing a stalled vehicle in tunnel section.
In order to allow adequate width for emergency passing of a disabled vehicle in the enclosed tunnel section we recommend that you consider at least a 6' width on the right (possibly by shifting lanes to the left and constructing a mountable curb).

We are well aware of the confined conditions on this section of the canyon; however, we feel that the above matters should be taken under consideration.

In our letter of March 5, 1962 we requested additional information on borings throughout the entire length of the tunnel before we can give approval of the preliminary plan submission. Now that the pilot bore is complete and additional borings have been taken, we feel it would be desirable to review all new information not previously submitted. Please furnish us with three copies of the geologist report on the tunnel strata, additional borings taken at the portals, the "Blast Vibration Study" performed by Mr. Gano and any new information that might be relevant to the subject.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Copy to Stephenson 10-7-64 Copy to Young 10-13-64

RECEIVED
MAY 12 1964
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 8, 1964

File No. 33819 - Converse
Highland Interchange
Sunset Interchange

Mr. William B. Murray
Attorney at Law
525 Failing Building
Portland 4, Oregon

Dear Mr. Murray:

A detailed investigation has been made of the complaint of your client, Mr. Ford M. Converse, that debris from the test tunnel has been deposited upon his remaining land.

No material from the Vista Ridge-Pilot tunnel was deposited on or near this property. The contractor has completed his work and moved from the scene, so there need be no further apprehensions on this score.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SM:gc

cc - Lloyd P. Shaw
F. D. Morgan
A. V. Benedict
L. I. Lindas

NOTED
LLOYD P. SHAW

RECEIVED
MAY 8 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 7 - 1964
FOR FILING

FORM E-30 80M 12-63 94876

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1964

SUBJECT: Protest - Material on Private Property
Vista Ridge Pilot Tunnel
Sunset Highway
Prefix: 26-1483

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Herewith a copy of a report from A. V. Benedict concerning the protest of Mr. Ford M. Converse regarding the depositing of rock and debris upon his land from the proposed Vista Ridge Tunnel.

To summarize Mr. Benedict's report, no spoil from the pilot tunnel was deposited on Mr. Converse's property and the only reason that we can suggest for the complaint is that the property is now under condemnation and Mr. Murray is attempting to stir up some type of action to be brought out in the condemnation suit.

Copies of all correspondence are going to the Right of Way Department for their information and reply to Mr. Murray.

NOTED
LLOYD P. SHAW

5-6-64
Wright is making reply to Converse or Murray

F. D. Morgan
Construction Engineer

By J. F. Putnam

J. F. Putnam
Assistant Construction Engineer

JFP:bjm
Attachments

cc: W. T. Wright (w/attachs.)

RECEIVED
MAY 5 1964
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 EDM 2-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
May 1, 1964

SUBJECT: Protest - Material on Private Property
Vista Ridge Pilot Tunnel
Sunset Highway
Profile: 26-1483

To: Mr. Frank D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon 97310

Attention: Mr. J. F. Patton

Please refer to your letter of April 24, 1964 regarding the complaint of William D. Murray, attorney for Ford M. Converse. He protests the "Procedure of the Commission or its contractor in depositing rock and debris --- from the test tunnel and tunnel planned to be built ---."

The Converse property lies on the southerly side of old Jefferson Road between Canyon Road Stations 50 and 55. The property is covered by right of way file No. 59319 and is under condemnation.

No spoil from the Vista Ridge Pilot Tunnel was deposited on or near this property. The pilot tunnel contractor has completed his work and moved out, so there need be no further apprehension on that score. The property will be required under the proposed Highlands Interchange-Stadium Freeway project. We recently submitted an "OJ2" revision which may affect this timing, but this has not been determined at the present time.

It would appear that Mr. Murray is trying to heat up the condemnation case.

The above is in confirmation of a telephone report to Mr. G. L. Decker on April 29, 1964.

A. V. Benedict
Assistant Metropolitan Engineer

AVB:cp

CC: Mr. James Versteeg

WILLIAM B. MURRAY
ATTORNEY AND COUNSELLOR AT LAW
525 FAILING BUILDING
PORTLAND 4, OREGON
CAPITOL 6-3819

April 20, 1964

State Highway Commission
Salem, Oregon

Re: Ford M. Converse

Gentlemen:

Mr. Converse has asked me to write to protest the proposed action of the Commission or its contractor in depositing rock and debris upon his land from the test tunnel and tunnel planned to be built in the canyon abutting his property.

Mr. Converse's property abuts Jefferson Street in the City of Portland, Oregon.

Very truly yours,

William B. Murray

WBM:jt

RECEIVED
APR 21 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 14 1964
FOR FILING
6-46

April 14, 1964

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract #6346 awarded to Coast Contractors, Inc., for tunnel construction on the Vista Ridge Pilot Tunnel on Sunset Highway in Multnomah County, was completed on March 6, 1964, and accepted by the Highway Commission on April 13, 1964.

Final payment, in the amount of $3,979.00 will be released to the contractor after April 21, 1964. The total contract amount is $81,827.98 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Coast Contractors, Inc.,
13324 Fielding Road
Lake Oswego, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
APR 14 1964
FOR FILING
6346

April 13, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed March 6 on Contract No. 6346. The contract was with Coast Contractors, Inc., and was for constructing the Vista Ridge Pilot Tunnel on the Sunset Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 13, 1964, and that you concur in this procedure at the Commission meeting on April 23.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Quary
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
MAR 26 1964
FOR FILING

6-746

Salem, Oregon
March 25, 1964

Mr. F. B. Klaboe
Metropolitan Engineer
Portland

Mr. Benedict's letter of March 11 which concerned the Vista Ridge Pilot Tunnel Project, was turned over to the Legal Department for an opinion.

The Legal Department's decision is that the contractor's surety would retain the obligation to settle any claims arising from the contractor's work for some reasonable length of time, possibly one to two years. With the passage of time, the difficulty on the part of the property owner to prove damage diminishes to the extent that it is Mr. Lindas' thinking no additional liability coverage is necessary.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc F. D. Morgan
L. I. Lindas

3-12-64

Can we, should we, or need we attempt to hold K/or and/or surety on hook for any damage occurring or reported after acceptance, but actually or allegedly caused by K/or's prior operations?

In absence of any agreement, K/or would no doubt be liable for any damage or injury purportedly caused by his activities, even if it occurred after completion.

Of course, the greater the lapse of time, the more difficult, presumably, it would be to show that present damage was caused by K/or's past activities.

Don't really think any extraordinary protection, such as Benedict suggests, is necessary.

R P Davida

FORM E-30X—50M—10-62 46823

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
MAR 1 2 1964
LEGAL & RIGHT OF WAY

Portland, Oregon 97213
March 11, 1964

SUBJECT: Vista Ridge Pilot Tunnel
Contract: 6346

To: Mr. Frank B. Morgan
Construction Engineer
State Highway Building
Salem, Oregon 97310

Attention: Mr. G. L. Decker

This is to advise you that completion reports have been sent in on the Vista Ridge Pilot Tunnel, showing date of completion as March 6, 1964. You will recall that we have a rather heavy liability insurance requirement on this project, and that quite a few complaints were made, most of them verbal.

This information is furnished with the thought that the Highway Department may want to protect itself against claims filed after the surety is released.

A. V. Benedict
Assistant Metropolitan Engineer

AVB:cp

CC: Mr. Alan H. Johansen
Mr. Roy Pyle

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: March 14, 1964
SECTION: Vista Ridge Pilot Tunnel		SECTION PREFIX: 26-1011
HIGHWAY: Sunset		COUNTY: Multnomah
NAME OF JOB: Vista Ridge pilot Tunnel	KIND OF WORK: Tunnel Construction	
CONTRACTOR: Coast Contractors, Inc.	CONTRACT NUMBER: 6346	FEDERAL AID PROJECT NUMBER: U-318(7)
DATE OF CONTRACT: October 10, 1963	DATE WORK STARTED: November 13, 1963	ESTIMATED COMPLETION DATE: March 6, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 2	SPECIFIED ~~WORK DAYS~~, Completion Date: May 15, 1964	WORK DAYS USED (Calander): 148
PROJECT AUTHORIZATION: $ 89,786.25	ENGINEERING AUTHORIZATION: $ 6,384.80	PERCENT OF TIME ELAPSED: 68%
EXCLUSIVE OF ENGINEERING: $ 83,401.54	ENGINEERING COST TO DATE: $ 13,468.21	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 81,827.88	PERCENT OF AUTHORIZATION: 211 %	100%
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 1.9 %	DATE PROJECT WAS COMPLETED: - - 64	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING Exc.	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100		100%	Timber 100%				

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.19				
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.19				
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1000 ln ft				
TOTAL QUANTITIES CORRECTED TO DATE	987 ln ft				
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	987 ln ft				
AVERAGE DAILY QUANTITIES	—				
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	—				
NUMBER OF SHIFTS PER DAY	—				
HOURS PER SHIFT	—				

EQUIPMENT USED DURING THE WEEK:

and tools

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Showers		
TUESDAY	"		
WEDNESDAY	Rain		
THURSDAY	Showers		
FRIDAY	"		
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
MAR 16 1964
NOTED

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	Installed new hinges and hasp on gate.
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Contractor installed new hardware on portal gates and removed all equipment from project Monday A.M.

Semifianl estimate is being submitted to Metropolitan Engineer Friday March 13, 1964.

No further weekly reports will follow.

SIGNED Roy W. Fyle

ADDRESS 5821 N.E. Glisan St. Portland 13, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
JAN 20 1964
FORM E-30X 50M 3-63 45606
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15, 1964

To: MEMO TO THE FILES

SUBJECT: Vista Ridge Pilot Tunnel
Sunset Highway
Contract No. 6346

The complaints now being received from property owners claiming damage from blasting as a part of the Vista Ridge Pilot Tunnel operations were the subject of a conversation with Fred Klaboe on January 13. Approximately ten complaints had been received. (Two examples are attached.)

The matter of advising each complainant that responsibility for damage rested with the contractor was discussed. This was further discussed here and the decision made to ask the Legal Department for the content of this notice to the property owners.

Mr. Rohde advised January 14 the matter would be studied with the wording of an appropriate reply to be forthcoming at an early date.

ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fp
Attach.
cc Lloyd Shaw
L. I. Lindas
F. B. Klaboe
W. T. Wright

NOTED
LLOYD P. SHAW

FORM E-80 50M 11-47 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon (11)
October 12, 1948 9:10 P.M.

To: MEMO TO THE FILES

(Completed)
SUBJECT: Vista Ridge Pilot Tunnel
Contract: 6[illegible]3
Project: 10-1011

I received a call from an irate lady who refused to give her name. She says she is an old lady who took $100.00 for an easement to tunnel under her property. She says the blasting and noise keep her awake all night, that her plaster is cracking and falling off, and the house is moving out into the street. She says if we don't stop the tunnel work immediately she will get a court injunction to stop it.

L. V. Rendleman
Assistant Metropolitan Engineer

AVR/cp

CC: Mr. Frank B. Morgan
Mr. Roy Pyle
Coast Contractors Inc.

NOTED
LLOYD P. SHAW

Portland 1, Oregon
January 9, 1964

State of Oregon
Highway Department
9200 S. E. McLaughlin Blvd.,
Portland, Oregon

Gentlemen:

This will serve as notice that my home, located at 1682 S. W. Montgomery Drive, Portland, Oregon is suffering damage as the result of blasting and excavation being carried out in the construction of the tunnel being dug in the immediate vicinity of S. W. 19th Avenue and Mill Street.

Consequently, I am filing this notice as a preliminary claim, holding you responsible for the current damage and for any future damages.

Very truly yours,

C. B. McDougall, Owner

CMD:S
cc Campbell Galt & Beebe Inc.

Copy for;
F.D. Morgan
Roy Pyle
Coast Contractors.

NOTED
LLOYD P. SHAW

JAN 10
OFFICE OF
DIVISION ENG.
DIVISION NO. 1

FORM S-433

JAN 13 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. RIPLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan Street
Portland, Oregon 97213

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 9, 1964

Mr. James Lawrence
Commercial Shearing & Stamping Company
P.O. Box 2036
Salt Lake City, Utah

Dear Mr. Lawrence:

As you know, we are driving a small exploratory tunnel through Vista Ridge in Southwest Portland as a prelude to proposed 3-lane twin highway tunnels. We are already running into serious complaints and claims alleging damage to buildings. Many people, of course, confuse the air-borne shock wave with ground vibration. We also get many complaints about noise. The City Council has, rather reluctantly, permitted work until 11:30 P.M. but threatens to withdraw this permit if too many complaints come in. City law confines construction work to the hours between 7 A.M. and 6 P.M. except by special permit.

As a precaution, we take seismic vibration records of nearly every blast. These show surprisingly strong blast effects in some areas but have all been within theoretical safe limits. The contractor uses Diesel equipment outside the tunnel and did use an air-tugger until recently.

Our concern is not so much the present small tunnel operation but with the much heavier blasting and noise levels that will be necessary for the full-sized tunnels. This problem undoubtedly has arisen in other areas where tunnels are driven in residential districts. We thought perhaps you could put us in touch with organizations which have faced this problem and possibly solved it. We would also appreciate any available information on practical specification limits on blasting, on electrification to reduce the noise level and on muffling of the gun-barrel effect of the blast itself.

RECEIVED
JAN 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

F. B. Klaboe
Metropolitan Engineer

By: A. V. Benedict
Assistant Metropolitan Engineer

AVB:mw

cc: Mr. Lloyd P. Shaw
Mr. F. D. Morgan
Mr. Ivan D. Merchant

RECEIVED
JAN 6 1964
FOR FILING

December 31, 1963

COAST CONTRACTORS, INC.
13324 Fielding Road
Lake Oswego, Oregon

Attention: Mr. Buzz Forhan

Re: Vista Ridge Pilot Tunnel
Sunset Highway
Contract: 6346
Prefix: 26-1011

Gentlemen:

On an inspection trip to the west portal of the Vista Ridge Pilot Tunnel last week, I observed that you had extended Ford Street Drive in an effort to gain access to the tunnel site. In doing so, you have cut a deep dozer trench through the overburden on the hillside. This trench appears to be in excess of ten (10) feet deep.

This hillside has a long history of slides, and several houses along Montgomery Drive show definite evidence of settlement. One house directly above your work has a garage floor some four (4) feet below the street level, which it once met.

In view of the potential slide danger, we must require that this trench be backfilled immediately. We consider earth materials to be entirely unsatisfactory for this backfill because of their tendency to saturate and flow out. We, therefore, require that the backfill be made of rocky material.

We do not consider that your contract gives you the right to cut up the hillside promiscuously, and believe that your plans should have been discussed with the Resident Engineer. We must remind you that your contract holds you liable for any damage to property or persons because of your operations. Any slide activity now might involve the State long after you and your surety are gone, so the State must insist that you take adequate steps to prevent any potential damage.

I might also remind you that obliteration of this scar would be required under the provisions of Article 1.4.14 of the General Specifications if no slide danger existed.

Sincerely,

F. B. Klaboe
Metropolitan Engineer

By A. V. Benedict

A. V. Benedict
Assistant Metropolitan Engineer

AVB/cp

CC: Mr. L. P. Shaw
Mr. L. I. Lindas
Mr. F. D. Morgan
Mr. Roy Pyle

RECEIVED
JAN 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 31 1963
FOR FILING

4-3.11(9)
6346

Salem, Oregon
December 31, 1963

Mr. F. B. Klaboe
Metropolitan Engineer
Portland

Vista Ridge Pilot Tunnel
Prefix 26-1011, Contract 6346
Multnomah County

Resident Engineer Roy Pyle's weekly report for December 13 indicates grading a pioneer road into the west portal has been attempted.

The material on the west slope of Vista Ridge is extremely unstable and has a record of movement below the Corbett residence in recent years. Since the slope from the Corbett house extends into the west portal area, great care should be taken to route a pioneer road in a manner to avoid traversing any portion of that slope.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Roy W. Pyle

RECEIVED
NOV 19 1963
FORM E-30X—80M—8-62 43100
FOR FILING
11-21-63
6346

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1963

SUBJECT: Seismic Wave Measurement
Vista Ridge Tunnel Section
Sunset Freeway

To: Mr. F. B. Klaboe
Metropolitan Engineer
State Highway Department
5821 N.E. Glisan Street
Portland 13, Oregon

Dan Gano's proposal to record the intensity and extent of seismic waves resulting from blasting during construction of the Vista Ridge pilot bore has been discussed here and with the Bureau of Public Roads.

The plan meets with approval. Gano should proceed as outlined. Costs should be carried under Engineering and Contingencies.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fp

cc Lloyd Shaw
F. W. Yarbrough
Dan Gano

NOTED
LLOYD P. SHAW

RECEIVED
NOV 15 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X 80M 2-63 49606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97203
Oct. 14, 1963

SUBJECT: Seismic Wave Measurements
Vista Ridge Tunnel Section
Sunset Freeway
Multnomah County

To:
M. F. [illegible]
Interstate Engineer
5821 N.E. Glisan Street
Portland, Oregon 97213

Al Johnson and Dan Cano met with C. L. Dreher, Assistant Construction Engineer on September 12, 1963 and discussed the possibility of making a study of seismic waves caused by blasting during the construction of the subject tunnel. Mr. Dreher indicated that he was in favor of such a study and suggested that an estimate of costs and an outline of the proposed project be submitted to F. D. Morgan, Construction Engineer.

Seismic wave measurements have been made by others for some time to correlate blasting with explosives, with potential or actual structural damage. It is generally felt that the pilot bore for the proposed Vista Ridge tunnels will provide an excellent opportunity for the Highway Department to make the same use of seismic records. The refraction seismograph now in use by the Highway Department can very probably be adapted to this use. It will be necessary, however, to use a recorder designed specifically for such work to callibrate the Departments refraction instrument. The latest rental rates available for a special instrument of this type are $62.50 per month or $750 per year. Current prices have been requested from Vibration Engineering Co., Inc.

It is not possible at this time to outline in detail how the project would be conducted as part of the routine would have to be worked out as the tunnel construction progressed. However, it would be designed to attempt to achieve the following:

1. The Departments refraction seismograph would be adapted to record the type of seismic waves that cause structural damage when of the proper intensity. It would be callibrated so that the records could be interpreted in terms of wave intensity. It could then be used for the same purpose on future projects involving the use of explosives.

2. An accurate record would be kept of seismic waves caused by blasting during construction of the pilot bore. The records would have the following potential uses:

cc [illegible]

a. Correlation between charge sizes and the intensity of the resulting seismic wave, in terms of actual ground displacement, at varying distances from the blast point.

b. Compare any actual damage that might occur with the intensity of the seismic disturbance recorded by the seismograph. Damage, if any, resulting from the records of equal or varying intensities could also be compared.

c. All of the above data could be used to help predict the maximum allowable charges for the pilot bore and the proposed tunnels as well as assist in the evaluation any property damage that might result.

Minimum costs would be incurred if the project were undertaken by the Division Soils and Geology Section as a large part of it could be performed by personnel who undoubtedly will follow construction of the tunnel to some extent any way. It would cost approximately $5,000 to add a one man to the project for this purpose only and for the total work days that would be allowed by the contracts time limit. The costs are itemized as follows:

WAGES, MISC. EQUIPMENT RENTAL, & SUPPLIES (Division Soils Sec.)	$3,550.00
ADAPT & CALIBRATE THE DEPT'S SEISMOGRAPH (Includes wages and rental)	1,000.00
RENTAL ON SPECIAL EQUIPMENT	450.00
Total	$5,000.00

Don Hamo
Geologist

DH:fb
cc F. J. Kerjan
F. W. Kerbrough
Roy Pyle
Files (2)

RECEIVED
OCT 29 1963
FOR FILING

October 17, 1963

Commissioner William Bowes
Commissioner of Public Works

Mr. L. H. Rosenthal
City Engineer

Mr. Fred T. Fowler
Highway Coordinator

Mr. William Weller
Traffic Engineer

NOTED
R. L PORTER

Subject: Vista [illegible] Pilot Tunnel Section
Sunset Highway
Prefix: 26-102L
Contract: 6746

Gentlemen:

This is to inform you that a contract has been awarded to Coast Contractors, Inc. to construct [illegible] feet of pilot tunnel through the Vista Ridge.

This work includes 130 lineal feet of timber lining and 140 cubic yards of portal and "facing-up" [illegible].

Mr. Roy Pyle will be our Resident Engineer on the project. His telephone number is 235-8911, Ext. 28. His home telephone number is CH 6-2467. Any questions arising during the progress of this work should be directed to him.

Sincerely,

F. D. Mabee
Metropolitan Engineer

By NOTED
J. M. CANTWRIGHT
Jack M. Cartwright
Metropolitan Office Engineer

JMC/cp

CC: Mr. R. L. Porter
Mr. A. E. Johnson
Mr. B. P. Huntley
Mr. Roy Pyle

RECEIVED
OCT 16 1963
FOR FILING
(DATE)
6346

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

October 10, 1963

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-EC

Oregon P.E. Project U-318(7)
Vista Ridge Pilot Tunnel Section
Subsurface Investigations

As requested in Mr. Young's letter of October 1963 providing justification for exceeding the engineer's estimate by more than 10 percent and advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6346 to Coast Contractor's Inc. of Lake Oswego, Oregon, low bidder in the amount of $79,400.00 at the October 8, 1963 bid opening.

RECEIVED
OCT 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original to Young
10-14-63

NOTED
LLOYD P. SHAW

RECEIVED
OCT 11 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 10, 1963

Coast Contractors, Inc.,
P. O. Box 311
Lake Oswego
Oregon

Gentlemen:

The State Highway Commission on October 10, 1963, awarded to you State Highway Contract No. 6246 for the following project:

Tunnel and spoil embankments on the Vista Ridge Pilot Tunnel Section of Sunset Highway in Portland, Multnomah County.

This award was based on your low bid of $79,400.00 which was submitted to the Commission on October 8, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Frank Morgan
L. H. Young
R. C. Savage (SIAC)
I. D. Merchant

RECEIVED
OCT 18 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
October 9, 1963

SUBJECT: Vista Ridge Tunnel Section
Sunset Highway

To: Mr. F. B. Crandall
Traffic Engineer
State Highway Building
Salem, Oregon 97310

ATTENTION: Mr. Bill Zirbes

Enclosed find a copy of a sketch map and a set of transit ties covering the sound recording points that we have established on Vista Ridge.

Since making this survey, I have been contacted by Mr. Robin M. Towne of 120 W. Harrison Street, Seattle, Washington. Mr. Towne is, in his own words, an expert consultant on noise studies. His organization has performed many studies of this type on hospitals throughout the West, and are currently engaged in gathering information to present at a damage claim suit brought against the Washington State Highway Department by a Seattle hospital. He informed me that the damage suit was in the amount of about $3,000,000.00.

Mr. Towne advised me that the studies we are taking in Portland would be valueless in court for at least two reasons.

1. Obviously, the State Highway Department would be prejudiced as a witness. It was his experience that studies of this type are best presented by an outside consultant.

2. The studies that we are making do not separate noise into frequency bands. In other words, he maintains that volume studies are not sufficient inasmuch as the irritations created at different frequencies vary.

Mr. Towne seemed to be a very experienced individual and was, of course, interested in seeling the services of his organization to us. I advised him a determination of whether or not the State Highway Department should hire consultant services for such a study would be up to our Legal Department, particularly when we consider that as far as is known here, there has been no definite determination as to whether or not noise is a compensable item of damage.

CONSTRUCTION DIVISION
OCT 10 1963

I believe that Mr. Towne also spoke to Mr. Lindas and that Mr. Lindas is acquainted with the services performed by this organization. It seems to me appropriate that you discuss this matter with Mr. Lindas and determine our future course of action. Mr. Towne also informed me that the Bureau of Public Roads personnel in the various Western states were enthusiastic about these studies and would participate to the fullest extent in them.

If I can be of any further assistance in this matter, please advise.

Original Approved by F. B. Klaboe

F. B. Klaboe
Metropolitan Engineer

FBK:sb

Enclosure

cc Mr. F. D. Morgan
Mr. L. I. Lindas
Mr. D. E. Sturmer

LLOYD P. SHAW

RECEIVED
SEP 23 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

September 16, 1963

Original signed by
G. R. Brooks
Dist. Engineer

By: G. R. Brooks
District Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-DA

Oregon P.E. Project U-318(7)
Vista Ridge Pilot Tunnel Section
Subsurface Investigations

P. S. & E. documents for the contract portion of the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance provided as indicated in Mr. Wright's September 10, 1963 letter except for 5 parcels on which negotiations are in progress or condemnation suits will be filed with the expectation that these parcels will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

We strongly suggest that you investigate the possible addition of a constructural liability insurance requirement for protection against blasting in your specifications. Public Roads might look unfavorably on participation in a claim which could be attributable to blasting if the State did not take necessary safeguards to protect their own interests. According to Mr. Shaw's letter to Mr. Parsons dated February 28, 1963, "Protection of State's interest will be written into the contracts....."

It would appear that this protection is not included if the contractor and bonding company defaulted.

Attachment

original To Young
with attach.
cc Gifford
9-23-63

NOTED
LLOYD P. SHAW

RECEIVED
SEP 13 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

W 316(2)
0216

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 10, 1963

Right of Way Status
Vista Ridge Tunnel
Sunset Highway

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

COPY

Dear Sir:

Rights of way and rights of entry have been obtained for the construction of the approaches and the portal areas. Easements are being procured from the owners of property immediately above the tunnel proper. The following owners have not yet signed easements:

File No. 33800 - Kaufman
File No. 33809 - Sherill
File No. 33811 - Crum (Owner has signed - mortgage holder refuses)
File No. 33813 - Ingverson
File No. 33803 - Jennings

NOTED
LLOYD P. SHAW

We are initiating actions on all outstanding easements and should have lawsuits filed by the date of bid opening, or within the two weeks thereafter.

The owners who remain unsigned are adamant and nothing further can be accomplished by negotiation. It will in no way improve our situation to defer legal action on these files. We are in a rather unusual position in our legal efforts on these files in that we have never heretofore condemned an easement of this character.

We believe that it will be in the public interest to proceed with the opening of bids and the award of contract upon completion of our filing of law suits.

Upon completion of the filings, all areas will be available for use and occupancy of the contractor. At the time of this writing, three house remnants remain upon the right of way, but they are in the final stages of clean-up.

COPY

Advisory assistance has been available to those persons displaced from the portal areas since November, 1962.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SM
cc: Lloyd P. Shaw
L. H. Young
C. H. Maison
L. I. Lindas

RECEIVED
SEP 10 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 2 - 1963
FOR FILING

August 1, 1963

Mr. Roy J. Gunther
Executive Vice President
Frazier-Davis Construction Company
1319 Macklind Avenue
St. Louis 10, Missouri

Dear Mr. Gunther:

Reference is made to your letter of July 26th inquiring as to the proposed construction of a tunnel on the Sunset Highway in Portland.

Our present plan is to contract a pilot tunnel through this ridge on the October 8th letting. This tunnel will be 1,000' long with dimensions 5x8' and timberlining required for 130' of the length. The main tunnel is not designed and will not be until after our evaluation of the findings resulting from a pilot bore.

If you are interested in bidding on this work, you should file prequalification forms with our Secretary, Mr. Floyd Query. By copy of this letter, I am advising him to forward the necessary forms to you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:mb

cc: L. P. Shaw
Floyd Query

RECEIVED
APR 3 - 1963
FOR FILING

FORM E-20X—50M—9-62 43509

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 28, 1963

SUBJECT: Vista Ridge Tunnel
Highlands Interchange
Sunset Highway

To:

Mr. F. B. Klaboe
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

Reply is made to your letter of March 22 indicating a method of gathering photographic, transit, level and other data concerning possible damage during construction of both the pilot tunnel and the main tunnel bores through Vista Ridge.

The recommendations have been discussed with Mr. Shaw and we agree that we should proceed according to the three steps outlined in your letter. Your map showing the area to be covered is satisfactory.

I am by copy of this letter alerting Mr. Walter Wright, transmitting a copy of your letter and a copy of the sketch map, and suggesting that you and Mr. Wright organize your investigative team so that the gathering of sufficient data will be accomplished.

F. D. Morgan
Construction Engineer

FDM:fp

cc Lloyd Shaw
W. T. Wright

RECEIVED
APR 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM B-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
March 22, 1963

SUBJECT: Vista Ridge Tunnel Unit
Highlands Interchange
Stadium Freeway Section
Sunset Highway

To: Mr. F. D. Morgan
Construction Engineer
State Highway Building
Salem 10, Oregon

You will recall that about two weeks ago Mr. Shaw instructed us to make a thorough and comprehensive survey of the buildings, retaining walls, streets, et cetera, located in the vicinity of the proposed tunnel sections. This survey would consist of gathering photographic, transit and level data for possible later use in appraising the extent of damage, if any, that may result from our blasting operations.

Subsequent to these instructions the Metropolitan Right of Way Department was also requested to gather this information. There is certainly no necessity of both organizations doing the same thing, and this letter is written with the hope that you will clear up the detail of who should be responsible for the work.

Nevertheless, it is my firm conviction that we would be making a very serious mistake if we limit the investigative work proposed to the property located above the prism of the tunnel section itself. I have, therefore, made a study of an area that I feel should be covered and am enclosing a sketch showing these limits.

With respect to the details of this survey, I would recommend that we conform to a pattern as described below.

1. All the level and transit work necessary should be performed under the direction of this office.

2. The investigative work on the houses should be a joint effort of this office and the Right of Way office. I would suggest that an Engineer and a Right of Way Agent (along with a photographer if this proves necessary) make the study jointly in each of the houses.

3. Since it will be necessary for us to make further appraisals of damage, if any, I would also suggest that the responsibility for gathering all this information and for keeping it up to date would lie with this office.

After you have discussed this matter with Mr. Wright and Mr. Shaw, please advise how you wish us to proceed.

F. B. Klaboe
Metropolitan Engineer

FBK:sb

Enclosure

cc: Mr. S. N. Mayhew

CONSTRUCTION DIVISION
RECEIVED
MAR 27 1963
WORLD ☐ ☐ ACE ☐ ☐ COE

RECEIVED
MAR 19 1963
FOR FILING

Lloyd Shaw

FORM F-30X—50M—5-62 43909

4-3(7)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 15, 1963

SUBJECT: Tunnel Construction
Highlands Interchange-Stadium
Freeway Section
Sunset Highway

To:
Mr. S. H. Mayo
Right of Way Supervisor
Metropolitan Area

We are now authorized to proceed with negotiation of easements covering tunnel construction on the Highlands Interchange-Stadium Freeway Section, Sunset Highway.

For a copy of this letter, I am asking Mr. Kuhn to draft an easement for this use. It is our hope that we may take an easement for a very nominal sum, not to exceed $100; which would permit us to construct, widen, reconstruct, and maintain a tunnel or tunnels within the boundaries of the easement area. The instrument should further provide that we shall not disrupt the surface of the land nor improvements existing thereon, and specify that the consideration includes no payment for damages which might arise as a result of our exercise of the easement rights.

In addition to an appraisal of the before value of each property affected by easements, we want the staff appraiser to perform a complete examination of improvements existing on the property. This examination should be designed to detect evidence of wear and tear, structural defects, or other faults in the improvements; so that we may have the basis for the value of any future claims for damages or other litigation or maintenance work. Particular attention should be given to any expenses of shoring or wall, retaining walls, basement walls, wells, septic tanks, or any other construction which might be susceptible to damage from blasting or other construction operations.

Obviously, it would be desirable to have an exhaustive inspection, documented with detailed notes and sketches to show existing conditions. A lavish use of photographs, both inside and out, is in order.

NOTED
LLOYD P. SHAW

If the owners are willing, we could arrange to have one of the staff photographers from this headquarters do the interior work.

I attach for your information the proposal, made by Mr. Shaw and approved by BPR, relative to the handling of the proposed tunnel work.

WALTER T. WRIGHT
Right of Way Engineer

WTW:SM

Attachment

cc: Lloyd Shaw
L. M. Young
F. D. Morgan
Fred Klaboe
L. I. Lindas
Jim Kuhn

RECEIVED
MAR 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 14 1963
FOR FILING

U-318(7)
2-24-

477 Cottage St. N.E.
Salem, Oregon

March 6, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

T. Doe, Assistant Division Engineer
Salem, Oregon

Oregon Project U-318(8)
Highlands Interchange - Stadium Freeway Section

31

Reference is made to Mr. Young's January 21, 1963 letter requesting authorization to acquire easements for the tunnel areas of the subject project, and procedures you plan to follow as outlined in Mr. Shaw's February 28, 1963 letter.

Our June 20, 1961 urban program memorandum withheld authorization to acquire such easements until further geological exploratory work was undertaken. In view of the fact that easements for exploratory studies and actual construction are somewhat similar and a nominal cost is involved, you are now authorized to proceed with acquisition thereof effective this date.

This action reduces the total estimated cost for the tunnel portion of the project from $51,000 to $3,000. Federal funds reserved are being reduced from $31,000 to $1,800 which are now obligated. Your unprogrammed balance of Federal-aid urban funds is increased to $692,360 and your reimbursable obligation balance is $18,133,883 according to our records of this date.

NOTED
LLOYD P. SHAW

RECEIVED
MAR 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young
3-14-63

RECEIVED
MAR 7 - 1963

FORM E-30X—50M—10-62 46923

FOR FILING

4 21(7)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 5, 1963

SUBJECT: Tunnel Easements
Highlands Interchange
Stadium Freeway ??

31

To: Mr. F.B. Klaboe
Metropolitan Engineer
State Highway Department
5821 N.E. Glisan Street
Portland 13, Oregon

In regard to subject easements, we have been requested to make a record of present conditions. This is as discussed with you in this office and would include such items as photography, elevations, physical ties and descriptions of the present condition of the properties.

Attached is a copy of a letter from Mr. Shaw on the subject.

F.D. Morgan
Construction Engineer

By A.D. Olson
A.D. Olson
Urban Engineer

ADO:jp
Attach.

cc: Mr. L.P. Shaw

ROUTED
LLOYD P. SHAW

RECEIVED
MAR 6 1963
OFFICE OF
STATE HIGHWAY ENGINEER

February 28, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Oregon Project S-316(8)
Highlands Interchange-
Stadium Freeway Section
Sunset Highway

Dear Sir:

Reference is made to your Memorandum of January 24 regarding authorization to acquire easements to permit driving a tunnel under Vista Avenue and Montgomery Drive. We plan to follow the procedures outlined below:

> Acquire easements permitting tunnel work to proceed beneath the properties affected. No protection from damage claims resulting from construction would be implied. Protection of State's interests will be written into the contracts; the contractor to bear all liability for damage caused by construction. Preconstruction examination of all developed properties above the tunnel side will be made to the extent permitted by the property holder. Photographic record of existing failures in walls, curbs, pavements, walks, and buildings will be kept. Bench marks and elevation checks will be established on foundations, walls, etc. Horizontal ties to detect possible lateral movement will be made. If seismic measurements seem likely to be of value, consideration will be given to their use.

Your authorization of Mr. Young's request dated January 21, 1963 is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison
W. T. Wright
F. B. Klaboe
LPShajw

Salem, Oregon
February 26, 1963

Mr. F. D. Morgan
Construction Engineer
B u i l d i n g

Attention: D. J. Barbee

Reference is made to the Bureau of Public Roads' Memorandum under date of January 24, Project U-318(8), Highlands Interchange-Stadium Freeway Section.

It is our intent to acquire easements for driving a tunnel through the "Vista Avenue ridge". It is presumed these easements can be obtained for a nominal sum and that the parties from whom the easements will be obtained will have full right of recourse for any damage that can be attributed to our project. I feel we will have damage claims in this area and to better protect ourselves, a full course of inspection (where we can obtain permission from the owners) should be undertaken before any construction begins. This should include photography, bench marks, physical ties to buildings, masonry objects, etc.; the latter, in particular, on the westerly half of the ridge. I believe this area is more unstable than the easterly half.

Will you please see that such a program is implemented.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

RECEIVED
FEB 1 1963

UNITED STATES GOVERNMENT

FOR FILING

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

DATE: January 24, 1963

FROM : A. W. Parsons, Division Engineer
08-35.7 Salem, Oregon

SUBJECT: Oregon Project U-318(8)
Highlands Interchange-Stadium Freeway Section

Office Engineer L. H. Young's letter, dated January 21, 1963, requests our authorization to acquire easements for the full sized tunnel that is proposed on this section of highway. Your Right-of-Way Department estimates that the easements can be obtained for $2,000.00 to $3,000.00. Inasmuch as an easement will have to be obtained for a geological exploratory study we agree with your plan to obtain easements for the full sized tunnel.

However, before authorizing such action, we request information as to the protective measures that will be employed to make certain that any alleged physical damages to above ground improvements due to exploratory studies or actual tunnel construction, are in fact due to State activity. In this regard, what type of inspections will be made of improvements in and around the easement areas to determine their present physical condition and what arrangements will be made with the property owners as to the procedures to be followed where physical damages are alleged? We recommend the use of seismic measurements for ascertaining possible damages. Upon submission of the above data we will be able to complete our review of your request.

Wright and Morgan have copies which were supplied by L. H. Young Stmt 2-1-63

NOTED
LLOYD P. SHAW

RECEIVED
JAN 25 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 21 1963
FOR FILING

4-318(8)

January 21, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Reference is made to the Highland Interchange-Stadium Freeway Section, Project No. U-318(8).

Your approval of the P & E Documents for this project restricted purchase of rights of way for the tunnel areas pending geological exploratory studies to determine the use of tunnels or an open cut section. To make these studies, easements from the affected properties must be secured prior to any exploratory work being made.

Our Right of Way Department estimates the easements for the full size tunnels can be secured for a quite nominal amount such as $2,000 to $3,000 and for this reason recommends negotiations be made on this basis.

May we have your approval of this procedure.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

JWN:mmb

RECEIVED
JAN 16 1963
FOR FILING

Forrest Cooper

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
January 15, 1963

SUBJECT: Highlands Interchange - Stadium Freeway Section Sunset Highway

To: Mr. L. H. Young
Office Engineer

Office

This will refer to a letter of January 4, 1963 addressed to us by Mr. A. W. Parsons, Division Engineer, relative to the Highlands Interchange—Stadium Freeway. It is obvious that we must have some authority for right of way acquisition in the tunnel area before a pilot tunnel can be constructed. Mr. Mathias tells me that it was expected that we would request specific authorization to procure the necessary easements. It is my recommendation that a request go forward asking authority to procure easements on the areas which have been heretofore outlined.

We would propose to procure an easement giving us authority to construct, enlarge, reconstruct and permanently maintain a tunnel, or tunnels, within the limits of the outlined area. We would hope to procure such easements for a very nominal sum (I am thinking of $1.00 as such a sum) with a stipulation that the owner waives no rights of recovery for damages which might be sustained as a result of activities beneath the surface. A determination would have to be made in our own ranks as to whether it is advisable ro require the contractor to indemnify us against claim for consequential damages to these properties or others in the neighborhood; or whether we, ourselves, should undertake this obligation.

I recommend the requirement that the contractor be bound with the obligation. In the event that the decision is made to have the State Highway Commission carry the obligation, I feel that we should: (1) Procure a policy of insurance; or (2) undertake a very detailed and extensive project of interior and exterior photography, coupled with installation of seismic recording instruments throughout any area which might conceivably be jolted by the use of explosives in the course of construction.

WALTER T. WRIGHT
Right of Way Engineer

RECEIVED
JAN 16 1963
OFFICE OF
STATE HIGHWAY ENGINEER

WTW:sm
cc: Forrest Cooper
L. I. Lindas

NOTED
FORREST COOPER

RECEIVED
JAN 8 1963

FOR FILING

6246

08-35.7

477 Cottage Street, N.E.
Salem, Oregon

January 4, 1963

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project U-318(8)
Highlands Interchange-Stadium Freeway Section
Sunset Highway

Returned herewith are the approved right-of-way plans for the subject project. This office authorized the acquisition of right-of-way on June 20, 1961. Authorization to purchase right-of-way for the tunnel areas was withheld pending further geological exploratory studies to determine whether fee title or subsurface easements should be obtained. At such time as these studies are completed and right-of-way acquisition is authorized for the tunnel areas the project agreement may be modified.

Federal participation is subject to the provisions of PPM 21-4.1, dated December 30, 1960.

The project agreement will be forwarded for your approval under separate cover.

Attachment

original To Young
with plans
1-7-63

NOTED
LLOYD P. SHAW

RECEIVED
MAR 27 1962
FORM E-20X—50M—6-61—30692
FOR FILING

4 31.1(7)
L 1346

M. Porter 9

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 8, 1962

SUBJECT: Sunset Highway Tunnels

To: Mr. F. D. Morgan
Construction Engineer

Office

The March 5 letter from Mr. Polk would indicate that we are authorized to proceed with the procurement of such rights as are necessary to conduct structural investigations on the tunnel route.

If you will forward us a copy of the right of way map on which are indicated the necessary points of entry and the direction and extent of borings or excavations, we will attempt forthwith to procure the necessary preliminary authorizations from the affected property owners.

It would appear that any consideration of our final approach to right of way for this construction is contingent upon the findings of the investigation program and should be deferred until those investigations have been completed.

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:sg

cc Mr. R. L. Porter ✓
Mr. L. H. Young
Mr. L. I. Lindas
Mr. S. N. Mayhew

FORM CD-121
(9-22-59)

UNITED STATES G ERNMENT

Memorandum

U.S. DE RTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: March 5, 1962

FROM : C. G. Polk, Division Engineer
08-35.6 Salem, Oregon

Young
Morgan
MAR 6 1962

SUBJECT: Oregon Project U-318(7), Sunset Highway Tunnels

Mr. Morgan's January 4, 1962 letter submitted copies of preliminary plans of the twin Sunset Highway tunnels for approval, and requested authorization to proceed with right-of-way over the tunnel so that rock drilling and exploratory work could be undertaken.

There appears to be some misunderstanding regarding our June 20, 1961 authorization to proceed with the right-of-way phase in connection with Project U-318(8). At that time you were authorized to proceed with right-of-way acquisition up to the tunnel portals. In addition, incidental work in connection with the tunnel itself was authorized. Consequently, any geological exploratory work and temporary easement costs necessary therefor were eligible for reimbursement under either the preliminary engineering phase, Project U-318(7) or the right-of-way phase, Project U-318(8). Of course, we could not permit you to proceed with acquisition of permanent subsurface easements for the tunnel itself until such time when the necessary geological exploratory work was available to determine whether the tunnels are feasible. Such exploratory work also is necessary for you to determine the cost comparison between taking fee title or permanent subsurface easements for the tunnel as required by subparagraph 5a of PPM 21-4.1.

Preliminary plans for the tunnel have been furnished to our Regional and Washington office. Final review and approval of the plans will be deferred until we have available boring information showing subsurface conditions for the full tunnel length and in particular the portal sites, along with a geologist report.

As discussed previously with members of your department, if the tunnel bores are to remain the size now proposed, we suggest the centerline of the traffic lanes be shifted one foot to the left so the lateral offsets will more nearly conform with AASHO standards as shown on page 351 in the Red Book. With regard to the size of the bore, we have received the following comment from our Washington office:

NOTED
R.L. PORTER

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

"It has been noted that the size of the tunnel bores are very large, each providing for three lanes of traffic. Tunnel driving problems, including requirements for steel support, concrete lining, pillar thickness, and portal details, are magnified directly as the size of the bores and if ground conditions are found to be poor, they could be critical and necessitate revisions in the proposed tunnel layout characteristics. Unanticipated poor ground conditions on several tunnels constructed in recent years have unfortunately resulted in very heavy excess costs and increased construction periods."

RECEIVED
1961
FOR FILES
11 318.(7)
6344

Salem, Oregon
November 3, 1961

Sunset Tunnels
Portland

Mr. G. S. Paxson
Assistant State Highway Engineer

Regarding the Sunset tunnels, please proceed as follows:

After sufficient coring data has been secured, instigate a design of proper stability including suspended ceiling to form ventilation ducts and the inclusion of proper transfer ducts to deliver the fresh air to the tunnel floors. Please provide sufficient data as to right-of-way needs for the ventilating equipment structure.

Please make provision for installation of the CO analyzers. It is my belief that recording devices should be installed in order that a record of CO concentration be obtained and an analysis of the data prepared which will indicate a date at which the problem will become critical.

I do not believe it wise to be in the position of having to stop traffic, since this is a freeway directly connected to the Sunset Interchange with no escape hatches. I believe traffic should only be stopped when an emergency occurs, such as an accident or a fire within the tunnel itself.

A record of concentration should be carefully studied to the end that forced ventilation equipment be installed before the problem becomes critical. I would recommend further that particular attention be given to the interior tunnel surface to the end that lighting problems be reduced to a minimum. I call your attention to the fact that the upper ends of these tunnels are on an 8-degree curve, and hence more critical than the straight bore would be.

Forrest Cooper
Deputy State Highway Engineer

cc Mr. Tom Edwards
TE:jw ms

11-3-61 Original to Mr. Clark

RECEIVED
OCT 30 1961
FOR FILING

Salem, Oregon
October 30, 1961

Sunset Tunnels
Portland

Mr. Forrest Cooper

I am attaching a print of the map and profile of the proposed Sunset Highway tunnels in Portland, also a letter from Mr. Merchant, a report from Mr. Berger and an excerpt from the minutes of our Regional Bridge Committee meeting in 1960, particularly that portion covering the San Francisco meeting where Mr. Walter Champion of the Bureau of Public Roads talked to us about tunnel ventilation. Mr. Champion is a recognized expert on these matters, and you will note that our tunnel is just on the edge of requiring ventilation as soon as it is built, and that our 1975 traffic estimates place it above the limit where unventilated tunnels should be used.

This is a primary highway project, and there is no reason why the ventilation should not be postponed until actual need develops. I would suggest that we submit preliminary data to the Bureau, including therein the suspended ceiling in the tunnel to form the ventilation ducts and any arrangement necessary to take the fresh air to the curb elevation, and that we also place CO analyzers in the tunnel connected to signals at the end which would stop traffic when the CO reached 5 parts per 10,000. We should also provide sufficient right of way in the upper end of the tunnel to install ventilating equipment in the future.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

FORM E-20 50M 3-61 94337

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 26, 1961

SUBJECT: Suggested Design Criteria for Ventilation and Illumination of Proposed Sunset Highway Tunnels

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
O F F I C E

In connection with the Highlands Interchange Stadium Freeway Section and the Sunset Highway it will be necessary to construct two vehicular tunnels through the West Hills in the near future.

The Construction Department recently asked the Bridge Division for design criteria for the construction of this tunnel with particular reference to lighting.

I am attaching a print of the plan and a print of the profiles for the proposed tunnels. At the present time no foundation exploration to determine the type of rock that will be encountered has been made. The profile indicates a tunnel section, however, it seems to me that this tunnel section could very well be altered in shape depending on the material encountered in the foundation borings.

I have had Mr. Berger make a study of the lighting; also of a ventilation system. I am attaching a copy of Mr. Berger's suggested design criteria and am also attaching a copy of a discussion of tunnels at the 1960 AASHO Regional Meetings.

Upon checking with the Traffic Department, the estimated traffic in 1975 is 23,000 vehicles per day each way or a total of 46,000. At the peak traffic hour in the morning there would be a maximum of 3,000 vehicles per hour inbound and 3,000 outbound in the evening. Assuming that the tunnel is completed by 1965, the Traffic Department estimates a total of 25,000 vehicles per day with 12,500 in each direction, and with a peak traffic hourly flow of 1600 vehicles. On the basis of the above traffic volumes and the fact that the westbound tunnel is 973' and the eastbound 1030' long, I believe we should install a ventilation system during the construction period. It would be my thought that we would hang a ceiling in the tunnel as indicated in red pencil on the tunnel cross section, and use the space above the tunnel for air ducts.

On Item No. 8 of the tunnel design criteria, Mr. Berger has mentioned manual control during peak traffic periods. From the AASHO Regional meeting discussions, the mention of carbon monoxide detectors indicates that there is some lag in time of operation. We have not contacted the manufacturers of these detectors to see what this lag in time is. I believe every effort should be made to eliminate necessity for manning the tunnel with personnel. However, certainly the controls would be such that if conditions warrant, man controls could be instituted at any time that it was necessary. Possibly some thought should be given to close circuit television if it ever becomes necessary to have manual controls during peak traffic hours.

May I please have your recommendations on ventilation and your comments on our proposed criteria for lighting.

Ivan D. Merchant
Bridge Engineer

IDM/mm

Attached

RECEIVED
1961
STATE HIGHWAY ENGINEER

FORM E-20 SOM 8-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 6, 1961

SUBJECT: Suggested Design Criteria for Ventilation and Illumination of Proposed Sunset Highway Tunnels

To: Mr. I.D. Merchant
Bridge Engineer

OFFICE

On the basis of available information, there is some doubt as to whether the subject tunnels could be adequately ventilated by natural means; therefore, it will be necessary to install mechanical equipment to do the job.

It is suggested that the following design criteria be established for mechanical ventilation:

1. Allowable carbon monoxide level shall be 2.5 parts per 10,000.

2. Controls and fans shall be housed at the high (west) end of tunnels.

3. Three-speed fans shall be installed for both fresh and exhaust air.

4. Exhaust and fresh air ducts shall be installed above false ceilings with fresh air to be ducted down walls to curbline outlets and exhaust intakes installed in ceiling.

5. Tunnels shall be divided into three ventilation zones each.

6. Provision shall be made for concentrating ventilation capacity in one zone or in one tunnel in the event of emergency or abnormaly high traffic.

7. Carbon monoxide detectors (Mine Safety Appliances Co. or equal) shall be installed in each zone.

8. During peak traffic periods, control panel shall be manned and fan controls ~~to be~~ operated manually.

9. During off peak hours control panel shall be operated automatically by CO detectors.

10. Signs shall be installed inside tunnels to instruct motorists to shut off motors and to advise approaching traffic that tunnel is closed whenever CO level in any zone of that tunnel exceeds 5.0 parts per 10,000.

Lighting of the tunnels should present no problems, and it is suggested that such be accomplished in the following manner:

1. Based on a maximum vehicle speed of 60 m.p.h. and light reflectance from walls and ceilings of 70%, the daytime roadway light intensity throughout both tunnels shall be 75 footcandles.

2. Nightime light intensity in both tunnels shall be not less than 150% of linear roadway lighting on tunnel approaches or not less than 1.0 footcandle, whichever is greatest.

3. Lighting shall be by means of high output fluorescent luminaires.

4. Lighting control shall be by time switches or shall be tied into adjacent linear roadway lighting control circuits.

D.S. Berger

DSB:vlt

cc: D.S.Berger

TEXAS SPECIFICATION
for
DIESEL PILE HAMMERS

"When loading tests are not required, the bearing value of piles driven with a diesel hammer shall be determined by the following formulas:

For hammers having unrestricted rebound of ram. $P = \frac{2\ Wh}{S + 0.2}$

For hammers having enclosed ram. $P = \frac{2E}{S + 0.2}$

Where:

P = safe bearing value in pounds.
S = average penetration in inches per blow for the last 10 to 20 blows for a diesel hammer.
W = weight, in pounds, of the ram.
h = observed height of fall of ram in feet.
E = 90% of the average equivalent energy in foot pounds as determined by gauge attached to the pile hammer and recorded during the period when the average penetration per blow is being observed, but not to exceed 13,500 for the model 312 hammer and 23,600 for the model 520 hammer."

AGENDA ITEM 14. HIGHWAY TUNNEL DESIGN
Hartford

Mr. Sawyer led a discussion of the design of highway tunnels from the standpoint of ventilation. He referred to the need for keeping the CO content below four parts per 10,000 but thought that short tunnels might accomplish this through piston action of the traffic without special ventilation. He nevertheless advocated designing tunnels so that ventilation could be added later if desired. Mr. Erickson pointed out that ventilation is a safety feature to be brought into play when traffic stops, for example.

The Chairman referred to the Broadway Tunnel in Oakland where fans cut in automatically when the CO concentration reaches four parts per 10,000. Mr. Erickson cited cases where this concentration automatically sets traffic lights. Mr. Willis described a 1,200-foot double-bore tunnel just outside the limits of New Haven where an accident on a hot day blocked both lanes of traffic. An alert police officer had all motors cut off and no one was affected. This may have been due to the ventilation provided by a strong west wind. In response to a question, Mr. Erickson noted that a tunnel 1,000 feet long had been built without provision for ventilation but he cautioned against its omission where congestion may be a factor and strongly advocated initial installation of at least the CO detectors and analyzers tied into traffic lights. Mr. Grubb recalled earlier troubles with tunnels in Pittsburgh. Mr. Kane referred to the Fitzgerald Tunnel in Boston which is nearly 2/3-mile long and has four exits spaced about 800 feet. He said that the CO count does not get high enough here to require ventilation. The fans very seldom turn on.

Mr. Sawyer described the action of the automatic controls in which samples of the air pass over chemicals which respond to CO concentration by developing heat which actuates a thermocouple which turns on the fans or a warning signal.

LaSalle

The Chairman reviewed the information which had been presented at Hartford. Mr. Bellows referred to his experience on the Pennsylvania Turnpike, which has seven tunnels, some of them over a mile long. Ventilation was provided through an overhead duct system and it was his recollection that the design was based upon providing sufficient air in case of a gasoline-truck explosion near the middle of the tunnel. Mr. Kellam recalled that the turnpike does have CO analyzers and thinks that their continuous records might be of value in appraising the needs for ventilation. It was pointed out that the New York Harbor Bridge and Tunnel Authority must undoubtedly have information on this subject. Mr. Vansant suggested that Mr. Robert B. Jewell of the Mason and Hanger Co. of Lexington, Kentucky, who was the resident engineer on the Lincoln Tunnel, would be qualified to advise on this subject.

Birmingham

The comments from Hartford and LaSalle were read. Mr. Dean described an 800-foot tunnel of sagging grade line having a simple CO analyzer system and fans which operate automatically. There is an emergency power unit which will start automatically if needed. He will send details to George Stevens.

Mr. Chambers referred to an 1,800-foot tunnel in Mobile which has an old ventilation-installation system in which the CO concentration gets high. Mr. Clary referred to a 1952 installation having exhaust ventilation only. The New Hampton Roads Tunnel has both exhaust and intake fans and works perfectly. There was general agreement that any sag tunnel needs ventilation. Mr. Ducloe reported all automatic devices used in the Harvey Canal Tunnel and in another under construction in New Orleans. Mr. Parkin described an 1,100-foot tunnel on a grade in the mountains in rural surroundings which has been bored through. Ventilation is not provided. It is on a grade and it is expected that there will be a draft. Congestion is not expected.

San Francisco

Mr. Walter Champion, Electrical Engineer for the Bureau of Public Roads in San Francisco, said that the Bureau of Mines permits a maximum concentration of 4 parts of CO per 10,000. California limits this to 2.5 parts per 10,000. Some states limit it to 1.5 or 1.0 in order to cut down smoke. He considers higher concentrations acceptable in short tunnels. Natural ventilation is generally adequate on a 3-5% grade for an 800-foot tunnel at 3,000 cars per hour; of an 1,100-foot tunnel for 1,500 cars per hour. Heavy traffic requires forced ventilation beyond a length of 400 feet with level or sag grade. He noted that with restricted head room ventilation becomes more of a problem.

Mr. Champion gave pathological data. If a person is exposed to a 10% CO atmosphere the blood will absorb 1% CO per minute. A headache starts at 20% and unconsciousness at 33%. If oxygen is given within five minutes after the victim loses consciousness, there is no ill effect. However, after five minutes the brain begins to disintegrate and after 10 minutes there is little chance of recovery.

Mr. Champion cited a Bureau of Mines study of the Holland Tunnel in which the CO output per car on a 3% grade was determined. Such data permit the calculation of air change requirements. It is helpful to note the temperatures at both ends of a tunnel on a grade to gauge the "chimney effect".

I-80N-3(37) Biggs-Rufus Sec., Columbia 1963
102 River Hwy. (Grad.)
#6347

C & A 2602

RECEIVED
MAR 21 1966
R/W FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIOLETTNER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6247

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 17, 1966

Union Pacific Railroad Company
2525 North Lafrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Gentlemen:

RE: Service Road Easement and
Extension of Agreement
Bigge-Rufus Section
Columbia River Highway
Sherman County
YOUR FILE: D 315 - 2 - 96

The material transmitted with your letters of February 3 and February 28 has been reviewed briefly by both the Bureau of Public Roads and our Right of Way Section. Inasmuch as the easement you request in on Interstate Highway right of way, it will be necessary to receive the approval of the Washington, D. C. office of the Bureau of Public Roads before proceeding with this transaction. I have referred this matter to our Right of Way Section for their normal handling of matters of this type, and we expect it will take at least two months before we received approval from the Bureau.

In your March 15 letter you indicated that it would be expedient to combine our request to extend the existing agreement dated April 14, 1961 to April 14, 1967 with the proposed supplement covering the service road easements..In light of the anticipated delay in the approval of the haul road easement transaction, and the fact that the existing agreement will expire on April 14, 1966, we would suggest that an identical agreement to that dated June 10, 1963 be prepared and submitted to the State for execution at the Commission meeting of April 21, 1966. This should, of course, include the appropriate changes to extend the termination date of the easements and the State's construction to six years from the effective date of April 14, 1961.

The draft of the proposed agreement, as submitted with your letter of February 28, 1966 is being reviewed by the State and we will return a copy to you with our comments upon receipt of approval by the Bureau of Public Roads for the haul road easement transaction.

TWL:fp
cc F. B. Klaboe
L. H. Young
C. H. Maison
D. H. Moehring - w/copy of agreement
J. F. Putnam
E. L. Scrivner
Jack Sollis - w/copy of agreement
Floyd Scott - w/copyof description & UPRR Exhibit "G".

Very truly yours,

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
DEC 22 1965
FORESTING
I-80N-3(37)
6347

December 21, 1965

General Insurance Co. of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

On June 28, we wrote to you concerning release of final payment on Contract No. 6347 awarded to Roy L. Houck Sons' Corporation for grading the Biggs-Rufus Section of the Columbia River Highway in Sherman County.

The final payment in the amount of $41,648.56 did not include the sum of $40,000.00 which had been retained to cover the contractor's share of railroad protective costs. A billing from the railroad company has been received and it has been determined that the contractor's share is $40,913.67, which means that the contractor owes the State $913.67. The contractor has been advised of this overpayment by our Controller. The revised total contract amount is $2,684,585.73.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

cc Roy L. Houck Sons' Corp.
1585 20th Street, N. E
Salem, Oregon

C. H. Maison
Attn: John Herr

FORM E-123X 50M 8-62

RECEIVED
DEC 20 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 17, 1965

Roy L. Houck & Sons
P. O. Box 671
Salem, Oregon

Re: Railroad Protection Costs
Biggs-Rufus
Contract No. 6347

Gentlemen:

On June 24, 1965, we released final payment to you on the subject contract, withholding $40,000.00 for anticipated railroad protection costs pending receipt of a bill from the railroad company.

Bill No. 34924 in the amount of $65,195.77 has been received from the Union Pacific. Railroad and highway engineers have determined your share of the costs to be $40,913.67, leaving a balance due the State of $913.67.

Enclosed is the post final estimate reflecting this balance due the State, a copy of the railroad bill, copy of work papers and our invoice No. 86548.

Will you kindly sign and return the post final estimate, together with your check to cover the balance due for railroad protective services.

Very truly yours,

Forrest Cooper
State Highway Engineer

By:
C. H. Maison
Controller

CHM:jc

Enclosure

cc: R. L. Porter
F. B. Klaboe
L. H. Young
J. G. Herr

F. B. KLABOE
NOTED

RECEIVED
DEC 21 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 31 1965
FOR FILING

I-BAN-3(37)102
6347

August 27, 1965

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Re: Federal-Aid Project Acceptance

Dear Sir:

Your May 5, 1965 endorsement noted that contract work on Contract No. 6347, Biggs-Rufus Section in Sherman County, Federal-Aid Project No. I-80N-3(37)102 was satisfactory. The State Highway Commission authorized acceptance of the contract as of June 22, 1965.

Attached or listed below are data necessary for your acceptance of the project.

All participating work under State Force Order (including the establishment period) by State Forces, or others, completed May 12, 1965.

Contractor's wage certification is dated June 2, 1965.

Attachments are as follows:

Materials Report, PR-47 (3 copies) - Submitted June 2, 1965
Laboratory materials certification
Statements of underruns and overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

NKG:ds

cc: C. H. Maison
F. D. Morgan
R. M. Chase

RECEIVED
AUG 17 1965

FORM WPC-19

MEMBERS OF THE AUTHORITY
HAROLD WENDEL, CHAIRMAN, PORTLAND
DR. RICHARD H. WILCOX, PORTLAND
CHRIS L. WHEELER, SALEM
HERMAN P. MEIERJURGEN, BEAVERTON
B. A. McPHILLIPS, McMINNVILLE
EDWARD C. HARMS, JR., SPRINGFIELD
JOHN P. AMACHER, WINCHESTER
KENNETH H. SPIES, SECRETARY
PORTLAND

STATE OF OREGON
OREGON STATE SANITARY AUTHORITY
A DIVISION OF THE OREGON STATE BOARD OF HEALTH
STATE OFFICE BUILDING
1400 S. W. 5TH AVENUE
PORTLAND, OREGON 97201

MAILING ADDRESS:
P. O. BOX 231
PORTLAND, OREGON 97207

TELEPHONE:
AREA CODE 503
226-2161

NOTED
R. L PORTER

August 13, 1965

Mr. R. L. Porter
Deputy State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Porter:

We wish to acknowledge your letter of July 8 pertaining to the dust problem at Biggs, Oregon and advise you that we have delayed responding to your letter until we had received responses from other parties.

Currently a survey is being conducted and we are awaiting the results of that survey.

We wish to thank you for the information provided us in your letter of July 8, 1965.

Very truly yours,

H. M. Patterson

H. M. Patterson, Chief
Air Quality Control

HMP:ms

cc: John Denman, Assistant Attorney General
J. A. Jensen, District Engineer

RECEIVED
AUG 16 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 9 - 1965
FOR FILING
I-80N 3(37)103
6:41

July 8, 1965

Mr. H. M. Patterson, Chief
Air Quality Control
State Sanitary Authority
State Office Building
Portland, Oregon 97201

Dear Mr. Patterson:

This is to acknowledge receipt of your July 2 letter relative to a dust problem in the vicinity of Rufus and Biggs which has been caused by recent excavations.

As we understand the situation, the problem in the Rufus area generates from a borrow pit which was worked by R. L. Houck Sons Corporation. This pit is not controlled by the Highway Commission and is not State of Oregon property. We are told that after the contractor finished operating in the area he did place some type of asphaltic cover which has since become broken and is causing a dust problem during periods of high wind.

This Department does control some areas in the Biggs vicinity; however, our personnel report that dust does not generate from Highway Commission owned pits. We believe that a situation has developed similar to Rufus in that some privately owned sources are causing or are the source of this trouble.

Practically all highway construction work in this state is done by Federal-aid funds and is accomplished under the regulations pertaining thereto. One of these rules is that contractors must be permitted to borrow materials from sources of their own choosing and while highway contracts state that the contractor is expected to comply with all State laws, the Highway Commission has no police power. We also are faced with the problem that in some instances where contractors have

left the area in satisfactory condition upon completion of their work, situations have subsequently developed which make these areas a source of nuisance.

In conclusion, it appears that there are no lands near Rufus or Riggs under Highway Department ownership which are a source of this nuisance; however, there are some private lands from which material has been removed that are a matter of concern. Our field personnel point out that due to the December and January storms in 1964 and 1965, erosion has taken place which is now permitting the blow sand to cause a dust problem during periods of high wind.

If you wish to go into this problem further with the Highway Department, please feel free to contact us at any time.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:mm

cc: Mr. Forrest Cooper
Mr. F. B. Klaboe
Mr. Victor D. Wolfe
Mr. J. F. Putnam

FORM WPC-18

MEMBERS OF THE AUTHORITY
HAROLD WENDEL, CHAIRMAN, PORTLAND
DR. RICHARD H. WILCOX, PORTLAND
CHRIS L. WHEELER, SALEM
HERMAN P. MEIERJURGEN, BEAVERTON
B. A. McPHILLIPS, McMINNVILLE
EDWARD C. HARMS, JR., SPRINGFIELD
JOHN P. AMACHER, WINCHESTER
KENNETH H. SPIES, SECRETARY
PORTLAND

STATE OF OREGON
OREGON STATE SANITARY AUTHORITY
A DIVISION OF THE OREGON STATE BOARD OF HEALTH
STATE OFFICE BUILDING
1400 S. W. 5TH AVENUE
PORTLAND, OREGON 97201

MAILING ADDRESS:
P. O. BOX 231
PORTLAND, OREGON 97207

TELEPHONE:
AREA CODE 503
226-2161

NOTED
R. L. POTTER

July 2, 1965

REFERRED TO
Odmine
BY SECRETARY

Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Gentlemen:

The Governor's Office, as well as this agency, has received numerous complaints from citizens in the Biggs, Oregon area concerning severe dust conditions allegedly being caused by and resulting from an area from which Roy Houck and Sons and Gibbons and Reed obtained materials for construction of Highway 30 in that area. Complaints have also been received as to a similar situation existing in the proximity of Rufus, Oregon.

Consequently, as an owner of property, you are requested to inform this office within a period of 30 days from the date of this letter as to what steps will be taken to correct the aforementioned problem.

This letter is being sent to each property owner and contractor. It is reported to us that the Highway Department also owns property involved in the dust source problem.

Very respectfully,

H. M. Patterson, Chief
Air Quality Control

HMP:ms

RECEIVED
JUL 6 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 22 1965
FOR FILING

I-80N-3(37)102
6247

June 22, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed April 21, 1965, on Contract No. 6347. The contract was with Roy L. Houck Sons' Corporation and was for grading on the Biggs-Rufus Section of the Columbia River Highway in Sherman County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective June 22, 1965, and that you concur in this procedure at the Commission meeting on July 13.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Maboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
J. F. Putnam

FBK:bg

FORM WPC-18

MEMBERS OF THE AUTHORITY
HAROLD WENDEL, CHAIRMAN, PORTLAND
DR. RICHARD H. WILCOX, PORTLAND
CHRIS L. WHEELER, SALEM
HERMAN P. MEIERJURGEN, BEAVERTON
B. A. McPHILLIPS, McMINNVILLE
EDWARD C. HARMS, JR., SPRINGFIELD
JOHN P. AMACHER, WINCHESTER
KENNETH H. SPIES, SECRETARY
PORTLAND

STATE OF OREGON
OREGON STATE SANITARY AUTHORITY
A DIVISION OF THE OREGON STATE BOARD OF HEALTH
STATE OFFICE BUILDING
1400 S. W. 5TH AVENUE
PORTLAND, OREGON 97201

MAILING ADDRESS:
P. O. BOX 231
PORTLAND, OREGON 97207

TELEPHONE:
AREA CODE 503
226-2161

NOTED
R. L. PORTER

July 2, 1965

REFERRED TO
BY SECRETARY

Oregon State Highway Department
Highway Building
Salem, Oregon 97310

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Very respectfully,

H. M. Patterson, Chief
Air Quality Control

HMP:ms

RECEIVED
JUL 6 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Biggs Opened by Gibbar & Red
" Houck

1- Sammy Tsuboda
2- White
3- Fulton

Kutus

1- Northwest Lbr. Co.

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JUL - 6 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 22 1965
FOR FILING

I-80N-3(37)102

6347

June 22, 1965

Oregon State Highway Commission

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It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
J. F. Putnam

FBK:bg

RECEIVED
JUN 8 - 1965

JOHN WALTERS, *President and Manager*

OREGON CLAIMS SERVICE, INC.

Adjustors & Investigators

619 OREGON PIONEER BUILDING • 320 S.W. STARK STREET • PORTLAND 4, OREGON
PHONE 222-1331

JUN 1951

6347

June 4, 1965

Roy L. Houck & Son
Intersection Mt. Hood Loop Highway
Boring, Oregon

Re: OUR INSURED: Mer Allen Bortz
DATE OF ACCIDENT: 2/3/65
PLACE: Highway 30 east of Hood River
STATE ACCOUNT NUMBER: 0114

Gentlemen:

As a result of an accident which occurred on February 3, 1965, and due to the negligence of one of your employees, extensive damage was done to a truck owned by Mer Allen Bortz, and insured with the National Union Indemnity Company. Your number 275, Michigan Loader, was loading the insured truck and failed to distribute the load properly, causing the insured truck to upset, resulting in heavy damage.

The damage was estimated by Rowe Bros. Truck Shop at $2,309.40. The insured carried a $250.00 deductible, which he had to pay. We understand that your firm has already settled with Mr. Bortz on his deductible and down time. After depreciation on the dump box, we issued a draft totaling $1,659.40, payable to Mer A. Bortz and the U. S. National Bank of Oregon in settlement of this loss.

By virtue of our payment, we have been subrogated to the insured's right to proceed against the negligent party for recovery of the money spent in settling this loss. We nearby make demand upon your firm for the total of $1,659.40, and demand that we receive advice as to your intentions regarding this matter.

Yours very truly,

John Walters, President
OREGON CLAIMS SERVICE, INC.

JW/gm
cc: State Highway Department
Salem, Oregon

RECEIVED
JUN 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Biggs-Rufus	WEEK ENDING: June 4, 1965	
HIGHWAY: Columbia River	SECTION PREFIX: 628-1039	COUNTY: Sherman
NAME OF JOB: Biggs-Rufus	KIND OF WORK: Grading	
CONTRACTOR: Roy L. Houck Sons' Cor p.	CONTRACT NUMBER: 6347	FEDERAL AID PROJECT NUMBER: I-80N-3(37)102
DATE OF CONTRACT: October 10, 1963	DATE WORK STARTED: October 29, 1963	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK — MEN: SUPERVISION:	SPECIFIED WORK DAYS: 240	WORK DAYS USED: 190
	SPECIFIED CALENDAR DAYS:	CALENDAR DAYS USED:
	SPECIFIED COMPLETION DATE:	PERCENT OF TIME ELAPSED: 79
PROJECT AUTHORIZATION: $3,110,122.13		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: Completed
EXCLUSIVE OF ENGINEERING: $2,888,957.89	ENGINEERING AUTHORIZATION: $221,164.24	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $2,725,604.17	ENGINEERING COST TO DATE: $114,570.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: Completed
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 5.7%	PERCENT OF AUTHORIZATION: 51.8%	DATE PROJECT WAS COMPLETED: April 21, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
100	100	100					

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	~~XXXXX~~ Sprinkling
MILES IN PROJECT	4.17				
MILES PARTIALLY COMPLETED					
MILES COMPLETED	4.17				500
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,748,000				18,460.9
TOTAL QUANTITIES CORRECTED TO DATE	3,455,334				18,460.9
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	3,455,334				
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	Fair			
TUESDAY	Fair			
WEDNESDAY	Fair			
THURSDAY	Fair			
FRIDAY	Fair			
SATURDAY				

1965

BEN GUTFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	No Activity
TUESDAY	No Activity
WEDNESDAY	No Activity
THURSDAY	No Activity
FRIDAY	No Activity
SATURDAY	

REMARKS

Semi-final Estimate sent to Bend Friday, June 4, 1965.

FINAL REPORT

SIGNED Lowell W. Stotler LOCATION The Dalles

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

RECEIVED
MAY 10 1965

(624)

May 6, 1965

Roy L. Houck Sons' Corp.
1585 - 20th N. E.
Salem, Oregon

Dear Sir:

Final inspection has been made by the Bureau of Public Roads on the Biggs-Rufus Section of the Columbia River Highway in Sherman County, Contract No. 6347, FA Project No. I-80N-3(37)102.

The contract work has been completed to the satisfaction of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Hwy. Engineer

WOier

cc: Forrest Cooper
R. L. Porter
F. B. Klaboe
C. H. Chilson
F. D. Morgan
L. H. Young

RECEIVED
APR 22 1965

April 21, 1965

FOR FILING

Mr. Warne Nunn
Executive Department

Warne:

Re dust problem at Rufus; in reply to your question, "Isn't there anything we can do?", I suggest that we turn the matter over to the Air Polution Division of the State Board of Health. As far as the production of material is concerned, Mr. Houck is on his own but must comply with the laws of the State of Oregon the same as any other commercial plant, such as a papermill or other like operation. All operations must be conducted under the laws of the State of Oregon. In addition our contracts direct that the man observe all applicable State laws. The Highway Commission has no police power; hence my recommendation that the matter be taken up with the Board of Health.

Forrest Cooper

APR 6 - 1965
FOR FILING
1347

April 5, 1965

Mr. Warne Nunn
Executive Assistant
Executive Department
State Capitol Building
Salem, Oregon 97310

Dear Mr. Nunn:

Reference is made to your March 23 memorandum relative to a complaint by Mayor Lee Grant of Arlington; Mayor Dewey West of Boardman; and Mrs. Jack Sears, wife of the Mayor of Rufus. This had to do with dust allegedly caused by Highway Department contractors in what we thought were the three areas.

Our people have contacted the Mayors and find that the problem complained of is confined to Rufus. Mayor Grant and Mayor West stated that they were supporting the complaint of the City of Rufus and had no specific complaint in their respective areas.

The cause of the dust is a borrow pit near the community of Rufus for which material rights were purchased by the Ray L. Nowak Sons' Corporation. This material was used as a source for embankment on Interstate 80N construction. When this work was completed, Nowak applied an asphaltic emulsion cover to the borrow area as a preventive against wind erosion. It is reported that the area has attracted persons riding motorcycles, Hondas, and vehicles of this type, which have broken the surface and the wind has again caused a dust problem. This Department's Division Engineer contacted the Nowak organization and advises that it is the contractor's feeling that he has no further obligation in the matter and that any problem remaining would be between the property owner, A. M. Bolster Company, and the community of Rufus.

Federal regulations require that contractors on this type of work have the responsibility for acquiring borrow sources

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from areas of their own selection. As this is a contractor oriented activity, the only authority the Highway Department can exercise is that the material meet specifications. Our contracts state that the contractor must also observe all local laws and regulations.

If there is anything further that you wish this Department to do, please let me know.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
F. B. Klaboe
Victor D. Wolfe
J. F. Putnam
A. F. Parsons

LPS:ajw/RLP:ms bg

MARK O. HATFIELD
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM 97310

March 23, 1965

RETURNED TO
Stan
Will that work in the

MEMORANDUM

TO: Forrest Cooper

FROM: Warne Nunn WN

A delegation of approximately 20 people from the Columbia gorge area where the highway is now being reconstructed visited this office. Included in the group were Mr. Les Grant, Mayor of Arlington; Mr. Dewey West, Mayor of Boardman; and Mrs. Jack Beers, wife of the Mayor of Rufus.

The purpose of the visit was to protest dust conditions caused by the highway construction. It was stated in addition to the discomfort, the problem was so extensive that it created problems of health and highway safety.

It is requested that your department investigate the condition and also explore possibilities of a soil stabilization program. During the investigation it is requested that the mayors of the three towns mentioned be contacted.

It would be appreciated if you would report to us the outcome of your investigation.

WN:c

RECEIVED
MAR 24 1965
OFFICE OF
STATE ENGINEER

RECEIVED
APR 7 - 1965
FOR FILING

April 6, 1965

Hon. Robert H. Davis
Mayor of the City of Rufus
City Hall
Rufus, Oregon

Dear Mayor Davis:

Several days ago we received a copy of a letter in regard to an air pollution problem in your vicinity, the letter being directed to you by Mr. H. M. Patterson, Chief, Air Quality Control, Oregon State Sanitary Authority.

Answer has been made to Mr. Patterson in regard to our findings after an investigation of this problem which apparently is one of dust created by high winds in a loose-soil area. Our investigation was made by Division Engineer James Putnam, who reports that the drift of sand and dust originates, at least in part, from a borrow area used by Roy L. Houck Sons' Corporation during construction of the freeway. It was obtained by the Houck Corporation for use in removing material with which to construct embankments. It is our understanding no fee title was acquired by the Houcks.

The State contract did not require the contractor to acquire any particular source of material nor was it specified as to the means material would be taken, transported, or treated prior to its being placed on the roadway.

The fee owner of the property is the A. W. Bolster Company, 2303 Lloyd Center, Portland 12. It is also our understanding that the Bolster Company had an agreement with the Houck Corporation in regard to control of dust or blowing sand.

Mr. Putnam reports that after completion of the borrow operation, the contractor applied an asphalt emulsion to the area in which he worked thus creating a well-tied surface, not subject to wind erosion. Since that time, it appears that wheeled vehicles, possibly motorcycles, have run over this area

breaking the hard surface and making it virtually as vulnerable to wind erosion as it was in its original state.

Mr. Putnam contacted the Houck Corporation in regard to doing further dust palliative work. He reports the contractor stated he has fulfilled his obligation through application of bituminous material, he has no further obligation, and he intends to do no work along that line in the future.

Since acquisition of material was the contractor's choice and since his agreement was with private owners of the property from which material was taken and beyond the control of the State Highway Department, we can see no way in which we can force the Houck Corporation to undertake more dust control measures. Possibly through contact with the A. W. Bolster Company, the City may be able to effect some change in the present status of the drifting sand.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter
Victor D. Wolfe

FORM WPC-19

MEMBERS OF THE AUTHORITY
HAROLD WENDEL, CHAIRMAN, PORTLAND
DR. RICHARD H. WILCOX, PORTLAND
CHRIS L. WHEELER, SALEM
HERMAN P. MEIERJURGEN, BEAVERTON
B. A. McPHILLIPS, McMINNVILLE
EDWARD C. HARMS, JR., SPRINGFIELD
JOHN P. AMACHER, WINCHESTER
KENNETH H. SPIES, SECRETARY
PORTLAND

STATE OF OREGON
OREGON STATE SANITARY AUTHORITY
A DIVISION OF THE OREGON STATE BOARD OF HEALTH
STATE OFFICE BUILDING
1400 S. W. 5TH AVENUE
PORTLAND, OREGON 97201

MAILING ADDRESS:
P. O. BOX 231
PORTLAND, OREGON 97207

TELEPHONE:
AREA CODE 503
226-2161

April 2, 1965

Lloyd P. Shaw
Assistant State Highway Engineer
State Highway Department
Highway Building
Salem, Oregon

Dear Mr. Shaw:

We thank you for your letter of April 1, 1965 pertaining to the complaint and correspondence we had received from the Mayor of the city of Rufus relative to the drifting of sand in the Rufus area.

Your complete report leads us also to conclude that the city of Rufus, Roy L. Houck Sons' Corporation and A. W. Bolster Company should arrive at some agreement.

Very truly yours,

H M Patterson

H. M. Patterson, Chief
Air Quality Control

HMP:ms

cc: J. A. Jensen, District Engineer

NOTED
LLOYD P. SHAW

RECEIVED
APR 5 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-90 BOM 12-62 54076

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
April 1, 1965

SUBJECT: Biggs-Rufus Section
Contract No. 634

To: Mr. Lloyd P. Shaw
Assistant State Highway Engr.
Salem, Oregon

On March 29, 1965, Resident Engineer Lowell Stratton contacted Mayor Robert H. Davis of Rufus regarding the dust problem purportedly created by the development of a borrow source by Roy L. Houck Sons on subject project. Mayor Davis was aware that the problem was not directly the fault of the Highway Department, but is looking for some assistance in alleviating the situation.

Houck Sons obtained borrow rights from the Northwest Development Corp. and completed his excavation activities in the Spring of 1964. Upon completion, he covered the entire area with an asphaltic emulsion solution to control the dust. This worked very satisfactorily until the surface was broken and the wind was allowed to get under the seal and completely remove it.

Our specifications give us no control in a situation of this kind and it is my opinion that the problem will have to be taken care of by contact between the City, the property owner and the Houck Corporation.

A copy of Mr. Stratton's report is attached.

J. F. Putnam
Division Engineer

JFP:me
Encl.

RECEIVED
APR 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20 50M 3-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

The Dalles
March 30, 1965

SUBJECT: Biggs - Rufus Section
Columbia River Highway
Contract No. 6347
F.A.P. No. I-80N-3(37) 102
Prefix: 628-1039
Rufus Dust Problem

To: Mr. James F. Putnam,
Division Engineer
Bend, Oregon

As requested in your letter of March 26, 1965, Mayor Robert H. Davis of Rufus was contacted yesterday, March 29, 1965.

The town of Rufus has a real dust problem. Number one is the borrow area that Roy L. Houck Sons' Copporation used. This area probably causes the most damage to the school. This borrow area was stabilized with oil last spring but has broken up by people riding Hondas, etc., which results in wind erosion.

Mr. Goerge P. Walden, Superintendent for the Houck Corporation, told me last night that they had fullfilled their contract with the Northwest Development Company when the area was stabilized last spring and the problem is now the property owner's.

The Houck Corporation developed the borrow source under Contract No. 6347 and met all the requirements as set forth in the Contract, unless there is a requirement to comply with the State Sanitary Authority, of which I am not aware.

Number two dust area is caused by the silt which was deposited during the December and January floods which covers most of the town.

Last week a delegation called on the governor, but only saw Mr. Nyse, regarding the dust problem at Rufus and the Biggs borrow area. This delegation consisted of the principal of the Rufus school. Mr. Jack Beers, a member of the school board and a member of the City Council; Mr. and Mrs. Tsubota and Mr. and Mrs. Spagle of Biggs

Mr. Walden stated that in the Biggs Borrow one area on the White property would be seeded and mulched this week. Part of the Tsubota property has been graveled and nothing done on the rest of the area as per their contract with the property owners.

Lowell M. Stratton
Resident Engineer

LMS:jcg

RECEIVED
APR 2 - 1965
FOR FILING

April 1, 1965

Mr. H. M. Patterson, Chief
Air Quality Control
Oregon State Sanitary Authority
State Office Building
1400 S. W. Fifth Avenue
Portland 1, Oregon

Dear Mr. Patterson:

A copy of your March 17 letter, directed to the Honorable Robert H. Davis, Mayor of the City of Rufus, was transmitted to this office. Your letter was in reply to a complaint made by Mayor Robert Davis by letter of March 15.

Apparently the residents of the Rufus area feel that Roy L. Houck Sons' Corporation has some responsibility to take steps toward prevention of drift of sand from an area which it had stripped of top soil.

Investigation by Division Engineer James Putnam discloses that the vicinity from which this sand drift originates is a borrow area used by the Houck Corporation to obtain material for embankment construction on the new freeway. The contractor purchased this material through an arrangement with the fee owner, A. W. Bolster Company, Realtors, 2303 Lloyd Center, Portland 12, Oregon. It is our understanding the Bolster Company had an agreement with the Houck Corporation that dust be controlled.

Mr. Putnam's investigation indicates the contractor, after completion of his borrow operation, did apply an asphalt emulsion to the area in which he worked, thus creating a firm, well-tied surface not subject to wind erosion; however, since that time, vehicles presumably hondas, motorcycles, and karts have been run over the area, breaking the surface and returning it to virtually its original condition.

Mr. Putnam contacted the Houck people in regard to doing further dust palliative work. He reports that the contractor contends he has fulfilled his obligation in the first application of bituminous material, he has no obligation beyond that, and intends to do nothing further.

It appears the City of Rufus, Roy L. Houck Sons' Corporation, and the A. W. Bolster Company are the parties concerned and they should arrive at some agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
H. S. Cox
J. F. Putnam

RECEIVED
MAR 25 1965

6:47

Salem, Oregon
March 24, 1965

Mr. J. F. Putnam
Division Engineer
Bend

Bagg - Rufus

Copies of three letters are attached. The first, dated March 2, is from the firm of Davis, Jensen, Martin & Robertson, directed to Roy L. Houck Sons Corporation, in regard to dust and sand conditions on their construction project.

The second is dated March 16, signed by Robert H. Davis, Mayor of Rufus, and in regard to a similar complaint.

The third, dated March 17, is a reply to Mr. Davis' letter written by H. M. Patterson, Chief, Air Quality Control, Oregon State Sanitary Authority.

Will you please have someone contact Mr. Davis and go over his dust problems as they may arise from Mr. Houck's operation. See if there is anything within our normal contract or control which would permit improvement of this situation. Please keep me advised of your findings and any action taken in this regard.

In view of the considerable lapse of time since the first letter was written, give this first line of priority and if possible make some reply to this communication by March 31.

Lloyd P. Shaw
Assistant State Highway Engineer

Attachments
LPS:ajw
cc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan

H. S. Cox

FORM WPC-80

OREGON STATE SANITARY AUTHORITY
STATE OFFICE BUILDING
1400 S. W 5TH AVENUE
PORTLAND 1, OREGON

REFERRED TO
BY DEPUTY STATE HIGHWAY ENGINEER

March 17, 1965

Honorable Robert H. Davis
Mayor of City of Rufus
City Hall
Rufus, Oregon

Dear Sir:

This will acknowledge your letter of March 16, 1965 pertaining to the dust problem caused by the highway construction near Rufus.

Land clearing and grading is exempted from administrative action under the Air Pollution Statute, ORS 449.775. In some instances we have been able to obtain cooperation with contractors in rectifying conditions existing at the time of construction. It would appear, however, that we would have difficulty giving you assistance under the existing air pollution statutes.

During the current legislative session Senate Bill 87 was introduced at the request of the Oregon State Sanitary Authority by Senator Hallock to remove the land clearing and grading exemption from the present statute. The present status of this Bill is that it has been tabled, in our opinion, because of lack of support by other than our agency.

In the hope that the Oregon State Highway Commission may be able to be of some assistance to you, we are forwarding copies of your letters to them for their information and action.

Very truly yours,

H. M. Patterson, Chief
Air Quality Control

HMP:ms

Enclosure - Chapter 449 - Your letter from attorneys

cc: J. A. Jensen
Oregon State Highway Commission

RECEIVED
MAR 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

Rufus, Oregon
March 16, 1965

Oregon State Board of Health
1400 S.W. 5th Ave.
Portland, Oregon

RECEIVED
MAR 17 1965
Air Pollution

Dear Sirs:

I am writing your office asking for help in the control of certain areas that are causing huge clouds of dust to blow over our city. This land is owned by A. W. Bolster Co., Realtors of 2303 Lloyd Center, Portland 12, Oregon. Over a year ago they sold fill dirt from this area to build the new highway from Biggs Junction east to our city. The contractor who bought this fill dirt is Roy L. Houck & Sons of 1585 20th St. N.E., Salem, Oregon.

I called Mr. Arthur Bolster about this some time ago and he came to visit me and assured me that steps would be taken to correct this condition and mailed me a letter that his company had written to Houck & Sons directing them to live up to a contract that they had signed with the A. W. Bolster Co. on the date of October 31, 1963, concerning the responsibility of controlling this condition. They have not lived up to this contract.

This condition is causing huge clouds of raw sand to blow over our city, which is detrimental to all forms of growth and is injurious to health. We have at times had to close our school down because of the location of this borrow pit which lays directly west of the school and as the west wind is the prevailing wind in this area, we have suffered from this condition for over a year. Requests to those responsible for this condition has fallen on deaf ears. We are now appealing to your office for aid.

As this contract was let before we became incorporated we had nO power to have a voice in this matter. Should there be other state offices that we can call on for help, we would appreciate knowing of them..

This condition is very bad as of this date, limiting even visibility to less than a mile.

I am enclosing the letter written to Houck and Sons from the office of Mr. Bolster's attorneys and ask that you return it to me for our files. This will I believe give you more understanding of our needs.

I would appreciate hearing from you as soon as possible and would welcome any help that your office can give us.

Yours very truly,

Mayor Robert H Davis

LAW OFFICES OF
DAVIS, JENSEN, MARTIN & ROBERTSON
623 S. W. OAK STREET
PORTLAND, OREGON 97205
CAPITOL 8-4131

ROLAND DAVIS
THEODORE B. JENSEN
WILLIAM A. MARTIN
WATSON D. ROBERTSON

ROY E. ADKINS

March 2, 1965

Roy L. Houck Sons Corp.
1585 - 20th Street N.E.
Salem, Oregon

Gentlemen:

As you know, we represent Northwest Development Corp., an Oregon corporation, with whom you had a contract dated October 31, 1963, for the removal of certain dirt and gravel from the property owned by the Northwest Development Corp. in Sherman County, near Rufus, Oregon. We have received a letter from the Mayor of the City of Rufus dated February 19, 1965, and we are enclosing herewith a copy of the letter. You will note that they are complaining there at Rufus of raw sand blowing over the City and asking that some steps be taken to correct this condition.

We call your attention to the paragraphs in the contract which relate to this sort of thing, specifically Paragraphs 7 and 9. Paragraph 7 states that "Purchaser agrees to make all reasonable efforts to prevent dust, including water the work". Paragraph 9 provides that "Purchaser agrees to indemnify and hold harmless the vendor from any and all claims, demands and causes of action arising out of the performance of this contract and including injuries to personal property resulting from the said work".

We would appreciate hearing from you concerning whatever arrangements you believe should be made to satisfy the Mayor of Rufus.

Very truly yours,

DAVIS, JENSEN, MARTIN & ROBERTSON

Watson D. Robertson

Please return for City files
Davis

WDR:lh
Enc.

cc: A. W. Bolster Co.
2303 Lloyd Center
Portland, Oregon

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 26, 1965

In reply refer to: 08-35.5

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: L. R. Backlund
L. R. Backlund
Administrative Manager

SUBJECT: Accounting Procedures for Excess Takings and Trade of Property Right of Way

Paragraphs 6c, 6d of PPM 21-4.1 provides the criteria for Federal participation for the value of excess or State owned land used in trade of property for right of way on Federal aid projects. IM 21-1-65, dated February 8, 1965 provides an alternate procedure to paragraph 6c that may be used at the State's request on excess takings.

Current billing/concurrent audit procedures provide that billings for Federal aid are related to the official accounting records maintained by the Accounting Department. A review of procedures relating to trade of property results in our presenting the following for your consideration and subsequent joint resolution since it may effect the validity of the State's claim.

1. Present procedures do not provide for charging the cost prefix relating to the Federal aid project with the value of property traded. To illustrate, we are attaching copies of the Right of Way claim for I-80N-3(21)81 - The Dalles Section and I-80N-3(24)102 - Biggs Rufus Section for the month of January 1965. To assure Federal participation under current billing for such trades, a procedure of recording such transactions in the cost and general ledger records is needed.

2. Present procedures provide for charging excess right of way to project costs, rather than recording it as an asset acquired. Although properly segregated as to participating and non-participating, it tends to distort total project costs and the identity of the asset may be lost. In order to establish accounting control over the assets, consideration of establishing an "Excess Right of Way land" account in the general ledger is recommended. The contra account may be "Reserve for excess Right of Way land".

A meeting of operating personnel of the State and Bureau is recommended in the near future to consider this matter.

NOTED
LLOYD P. SEAW

Attachments

Copy sent to Wright & Parsons 3-1-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Copy To Young 3-11-65

Prefix	Amount
628-2505	908.00

STATEMENT OF RIGHT OF WAY COSTS
STATE OF OREGON

Progress No. 20

Sheet No. 13 of 26

Federal-Aid Project No. I-80N-3(24) 102 Month January 1965

Name of Project Biggs - Rufus section

BPR Authorization Date 2-16-61 Project Agreement Amount 119,600 -

Total Costs

Total This Month	70.00 cr	
Balance Forward	112,819.51	
Total Cost		112,749.51

Participating Costs

1.	Incidentals	50.00 cr	
2.	Real Property and Damages	-	
3.	Net Credits	20.00 cr	
	Net This Month	70.00 cr	
	Balance Forward	116,425.51	
	Total Participating Costs		116,355.51 *
	Federal-Aid Prorata	92.32%	
	Prorata Amount		107,419.00
	Amount Previously Claimed		107,111.00
	Less Adjustments	-	
	Net Amount Claimed		908.00

Nonparticipating Costs

N.P. (This Month)	-
N.P. (Bal. Forward)	3,606.00 cr
N.P. (Total)	3,606.00 cr

* Includes $6,100.00 participating for a trade of property the cost of which is not reflected on prefix 628-2505

RECEIVED
FEB 15 1965
FOR FILING

STATE COPY

Form E 6-56-5M

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Approved
Contingent upon ... of project ... funds
Date JAN 26 1965
... Dist. Engineer
U.S. Bureau of Public Roads

I 84 - (7)

Project Name Biggs-Rufus Section Date January 26, 1965
Highway Columbia River Contract No. 6347
County Sherman Prefix 628-1039
Contractor Roy L. Houck Sons' Corp. F. A. Project No. I-80N-3(37)102
Address PO Box 671, Salem, Oregon Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Remove debris, clean channel and excavate for Selected Rock Embankment at Spanish Hollow Creek and remove debris back of the Rock Toe Embankment.

Equipment rental rates shall be in accordance with the State-AGC agreement and percentages allowable to the contractor in accordance with the special provisions of this contract.

Work has not started.

NOTED
LLOYD P. SHAW

Location by station numbers:

504 to 550

Estimate of quantities and cost:

Labor	$1,800
Equipment Rental	1,700
Misc.	100
Contractor's Percentage	540
	$4,140

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Debris deposited under Spanish Hollow Creek Bridge and back of the Rock Toe Embankment; Creek Channel filled during the December, 1964 storm.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$3,110,122.13
Present estimate of project cost, including $4,140.00 for work under this order	$3,110,122.13
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ Lowell M. Stratton — Resident Engineer

Approval Recommended: /s/ F. D. Morgan — Construction Engineer or Bridge Engineer

Approval Recommended: /s/ J. F. Putnam — Division Engineer

Approved /s/ L. H. Young — Deputy State Highway Engineer / Office Engineer.

State Printing

Copy To Young
2-15-65

RECEIVED
DEC 18 1964

FORM E-30X—30M—7-64 SP*6230-734

FOR FILING

6347

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 9, 1964

To: Mr. Frank C. McKinney
Chief, Office Section

SUBJECT: Highway 97, Inc.
R 36712
Biggs-Rufus Section
Columbia River Highway
Contract No. 6347

You recently inquired as to quantities of material removed from the borrow area as outlined on Sheet No. 2A of the subject project. This borrow area was obtained from the U. S. Corps of Engineers by a permit which was subject to Highway 97 easement and lies adjacent to and on the left or northerly side of the located centerline. The westerly limit is shown as Station 579+00 on centerline. The easterly limit is shown as Station 641+50. The old Maryhill Ferry Road is shown entering the borrow area at approximately Station 623+50, and then proceeding in a northwesterly direction.

Earthwork quantities are paid for by an "embankment in place" measurement on this project. To determine quantities taken from the above borrow required an estimate using depths below original contours. Mr. Lowell Stratton, Resident Engineer, made this estimate over the weekend, and reports an amount of 39,000 cubic yards has been removed, with the contractor intending to further use this area as a source of borrow.

While an attempt was made to preserve the Maryhill Ferry Road in the beginning, it was found this would materially reduce the value of the over-all area. Following this decision a portion of the above-mentioned material was taken from the easement area and it is contemplated more material will be removed in the future.

We trust this is the information you desire.

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

GLD:bjm

cc: L. P. Shaw

RECEIVED
DEC 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

FILING

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
REVISED PROJECT BASE DESIGN

RECEIVED NOV 23 1964 FOREST ROAD

Section ECOS & CITUS Highway COLUMBIA RIVER (FA 1) County SPOKANE Prefix 628-1(8)

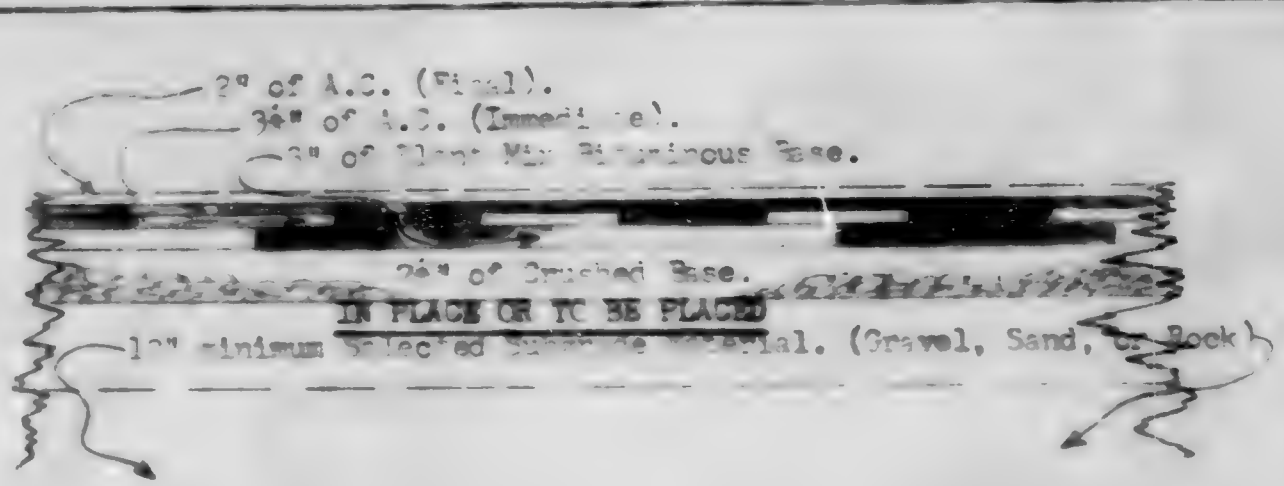
Res. Engr. L. Sumption Approx. Length 4.2± Miles. Sta. 505± thru eq to Sta. 80± Date 11-16-64

Truck A.D.T. 554 Traffic Coefficient 9.9 18 kip s.a. per day 3[illegible].0.

Annual Precipitation 15"± Frost Penetration 16" - 18".

1)

Typical		S.S.H.
16	LL	37
0	PI	0
35	%P 10	73
5	%P200	6
66	%Gravel	27
1	%C Sand	1
28	%F Sand	66
5	(%Silt	4
	(%Clay	2
	"R" Value (Corrected)	72


2" of A.C. (Final).
3½" of A.C. (Immediate).
3" of Plant Mix Bituminous Base.
24" of Crushed Base.
IN PLACE OR TO BE PLACED
18" minimum Selected Subgrade Material. (Gravel, Sand, or Rock)

CBE Total Req.	Credit	Actual Thick.	
	4½	3	PMBB
	2½	2½	Cr Base
23	23	16	

AASHO CLASSIFICATION:

A-1-b (0) Sandy Gravel — A-3 (0) Gravelly Sand

MATERIAL SOURCES:

To be determined by the Engineer.

NOTED
LLOYD P. SHAW
11-27-64

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

Submitted by H. W. Yarbrough, Staff Assistant — Recommended by D. A. White, Engineer of Materials

Recommended by L. E. Parker, Construction Engineer — Approved by Lloyd P. Shaw, Asst. State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN
"OTHER ROADS"

Section BROOK - KITS Highway _____ County _____ Prefix _____

Eng. Engr. _____ Approx. Length _____ Miles. Sta._____to Sta._____ Date _____

Truck A.D.T. See below Traffic Coefficient _____ 18 kip s.a. per day _____.

Annual Precipitation See Page 1 Frost Penetration See Page 1.

(1) Typical Soil	BROOK A.D.T.	WEARING SURFACE	LEVEL	CRUSHED BASE	CBE Total Req.	Credits	Actual Thick.	
LL	90 - 240	3½" AC	2"	8"	17"		13½"	
PI	30 - 90	3½" AC	2"	7"	15"		12"	
%P 10	8 - 30	3" AC	2"	6"	14"		11"	
%P200	1 - 8	1½" AC	2"	6½"	11½"		10"	
%Gravel	Gore Only	1½" AC	2"	6"	11"		9½"	
%C Sand								
%F Sand								
%Silt								
%Clay								
"g" Value (Corrected)								

Should an oil mat or gravel wearing surface be used in lieu of A.C., the "Required Total Thickness" would be equal to the depths shown in the "Crushed Base Equivalent" (CBE) Column.

SECTION: PIGGS - RUFUS

HIGHWAY: COLUMBIA RIVER (FA 1)

COUNTY: [illegible]MAN

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 3600 (Total)

B. Future ADT 8700 (Total)

C. Mean ADT 6150 $\left(\frac{A+B}{2}\right)$

D. Design Period [illegible] Years

E. No. of Lanes 4

F. Percent Trucks 18 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 9% x (C) 6150 = 554

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 554 x (H) 100 % = 554

TRAFFIC COEFFICIENT = K (I) $^{0.119}$
where K = 4.668

= 3.9

SECTION: BIGGS - RUFUS

HIGHWAY: COLUMBIA RIVER (FA 1)

COUNTY: SHERMAN

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: NONE MADE - SEE REMARKS

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: ASPHALTIC CONCRETE
7. Stage Construction: PART OF THE DESIGN
8. Depressed, Surface, or Elevated Design: SURFACE
9. Conservation of Aggregates: NOT A CONSIDERATION
10. Stimulation of Competition: NOT A CONSIDERATION
11. Construction Consideration: NO SPECIAL PROBLEMS
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: NOT A CONSIDERATION
13. Traffic Safety: NO UNUSUAL PROBLEMS
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: NOT A PROBLEM

CONCLUSION AND REMARKS:

NO COST COMPARISON MADE FOR THIS SECTION. THE SCREENED MATERIAL IS PREDOMINANTLY GRAVEL, SAND, OR ROCK. THE SUBGRADE WAS PEEN TOPPED OFF (1' MINIMUM) WITH THIS MATERIAL. THE SIZES VARY CONSIDERABLY, SO A MINIMUM OF [illegible]' CRUSHED BASE IS RECOMMENDED TO ASSURE STABILIZING OR CONTROLLING THE GRAVEL, SAND, OR ROCK, AND TO PROVIDE A WORKING PLATFORM. FILL HEIGHTS TO 30+ FEET ARE COMMON ON THIS SECTION, AND SOME SUBSIDENCE IS ANTICIPATED. A.C. IS MORE DESIRABLE TO PERMIT EASY RESTORATION OF THE EFFECT OF SUBSIDENCE.

6347

Salem, Oregon
November 12, 1964

Mr. Dean Swift
Division Engineer
State Highway Department
P. O. Box 1249
Bend, Oregon

Signal Damage
UPRR Mile Post 103.83
Biggs-Rufus Section
Columbia River Highway
Wasco and Sherman Counties
Contract No. 6347

Herewith you will find a copy of two letters from the Union Pacific Railroad Company dated November 6, 1964, in which they allege that our sub-contractor was negligent in his operation and this caused damage to the flashing light signal at the above-captioned location.

Please investigate this incident and take whatever steps necessary to prevent a similar occurrence in the future.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

TWL:bjm
Attachments

cc: L. P. Shaw (w/copy of UPRR Letters)
L. H. Young " "

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
[redacted]
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

NOVEMBER 6, 1964

(File Ref. D 315 - 2 - 96)

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

CONSTRUCTION DIVISION
NOV 10 1964
NOTED: CE ACE ACE CCE

Atten: Mr. F. D. Morgan,
Construction Engineer

Dear Sir:

Biggs - Rufus Section, Columbia River
Highway - Wasco & Sherman Counties, Oregon

Referring to my letter of even date concerning damage to flashing-light signals protecting County Road crossing at Railroad MP 103.83 on November 5, 1964 due to hauling operations of Goodfellow Bros., Inc. on the above-captioned project:

Our investigation indicates that the damage was the result of careless and negligent operations of a heavily loaded vehicle on a rain-slicked road.

As the Subcontractor is working under the jurisdiction of the State Highway Department, we would appreciate it taking steps to insure that a similar incident will not occur in the future. Apparently in this instance due to the condition of the road, either the Driver of the truck should have been traveling at a slower speed or the hauling operations should have been discontinued until the road surface was restored to a safe operating condition.

Yours very truly,

W. G. Johnson

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

NOVEMBER 6, 1964

U.S. CERTIFIED MAIL -
Return Receipts Requested.

File Ref. D 315 - 2 - 96

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Attn: Mr. F. D. Morgan,
Construction Engineer

Dear Sir:

Biggs - Rufus Section, Columbia River
Highway - Wasco & Sherman Counties Oregon

This is to advise that the Railroad's flashing-light signals at County Road crossing at Mile Post 103.83 on our main line near Biggs, Oregon, were damaged at about 9:30 AM on NOVEMBER 5, 1964 as a result of hauling operations by GOODFELLOW BROS., INC., Subcontractor of Roy L. Houck Sons' Corp., the State's Contractor on the above-captioned project.

When costs for the damage have been determined, we will present a bill accordingly.

Will you kindly acknowledge your receipt of this letter.

Yours very truly,

cc:
Roy L. Houck Sons' Corp.
1505 North 20th
Salem, Oregon

Goodfellow Bros., Inc.
P. O. Box 598
Wenatchee, Wash.

Mahlbone, King & Seeley
Board of Trade Building
Portland, Oregon 97204

RECEIVED
APR 1 1964
FOR FILING

March 31, 1964

Mr. Charles Donahue
Solicitor of Labor
U.S. Department of Labor
815 Mount Vernon Place, N.W.
Washington 25, D.C.

Dear Sir:

This is in connection with Federal-Aid Highway Project No. I-80N-3(37)102, Biggs-Rufus Section of the Columbia River Highway in Sherman County, Oregon, which is covered by Labor Decision No. AC-5251, dated August 22, 1963.

The contractor on the above-named project, is employing a Kolman Conveyor Loader. The labor decision for said project does not carry a wage rate for the operator of this piece of equipment.

According to Labor Bulletin No. 18-62 as issued on May 22, 1962, by the Portland Chapter of the Associated General Contractors of America, Inc., the A.G.C. Wage and Labor Committee met with representatives of Local No. 701 and arrived at a wage scale as follows:

Kolman Conveyors and Ko-Cal Loaders and Similar
Types - $4.29 per hour

In conformance with the provisions in Regulations Part 5, Title 29, C.F.R., paragraph 5.5 (1)(ii), we are establishing the above classification and wage rate for use on this project.

Please advise if this does not meet with your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

c : Mr. A.W. Parsons
Bureau of Public Roads

Mr. F. D. Morgan
Mr. Dean Swift
Mr. Lowell Stretton
Mr. V. G. O'Neil

AB:jb

RECEIVED
APR 14 1964
FOR FILING

Salem, Oregon
March 17, 1964

Agenda Item 4-d
Supplemental Agreement UPRR
Biggs-Rufus Section
Columbia River Highway
Sherman County

Mr. L.I. Lindas
Chief Counsel
Office

Attention: Mr. J.N. Hershberger
Staff Attorney

Attached are two copies of an agreement with the Union Pacific Railroad Company covering temporary haul road crossings in connection with relocation of the Columbia River Highway between Biggs and Rufus in Sherman County. These copies have been signed by the State Highway Commission and are now ready for execution by the Officials of the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

fn
Attach: 2

cc - T. W. Litchfield

RECEIVED
MAR 17 1964
FOR FILING

Cross Referenced to:
Const
R/W
Stockpile Sites

FBN 7-1-2
6347

Salem, Oregon
March 16, 1964

Mr. E. B. Hunter
Maintenance Engineer

Stockpile Site near
Biggs Junction
Columbia River Highway

Mr. James Houck and a Mr. Randall were in my office this date and asked me to determine if a feasible trade could be worked out for a stockpile site which we own near Biggs Junction. Basically, I do not approve of trades and would prefer to put the site on the open market, provided that it is no longer needed by the Department.

Would you please ask the Field to investigate and recommend a solution in regard to disposal of this site. Attached is a photocopy of a sketch of the area in question.

Tom Edwards
Assistant State Highway Engineer

TE:jw

Attachment

cc Forrest Cooper
R. L. Porter

RIV

SE 1/4 - SECTION 8
T 2 N - R 16 E
SHERMAN COUNTY
OREGON

RIV

BIGGS

O.W.R.R & N CO

U.S. 16 & 30

OREGON

CITY

CITY

COUNTY ROAD

8 9

17 16

SE 1/4 - SECTION 8
T. 2 N. - R. 16 E
SHERMAN COUNTY
OREGON

RECEIVED
FEB 28 1964
FOR FILING
6347

February 27, 1964

Oregon State Highway Commission

Gentlemen:

On the agenda for the March 12 meeting will be the item of entering into a supplemental agreement with the Union Pacific Railroad Company on the Biggs-Rufus Section of the Columbia River Highway (I-80N) in Sherman County. The agreement is to provide crossings for the contractor's haul roads. Under terms of our specifications, the contractor is liable for all costs in connection with these crossings.

I recommend that the matter have your favorable consideration and that you sign the agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Victor D. Wolfe
L. I. Lindas
C. H. Maison
T. W. Litchfield
Floyd Query
RLP:ms bbc

RECEIVED
FEB 21 1964
FOR FILING

February 20, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2, Account No. 274 covering the revision of construction identification signs on the Biggs-Rufus Section of the Columbia River Highway in Sherman County, Contract No. 6347 in connection with Federal-Aid Project No. I-80N-3(37)102.

This revision is required to conform to standards set up by the Bureau of Public Roads IM-20-1-64, dated January 9, 1964.

The contractor is not equipped to do this work. The State has the special crews to do it most economically. The amount is too small to be done by separate contract.

The total estimated amount of this order is $40.00 with Federal participation of $36.00.

Your approval of the order under PPM-21-6.3, with reimbursement to be on actual cost basis, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

RECEIVED
DEC 24 1963

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6347

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 18, 1963

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Attention: Mr. Curt Hansens

Dear Sir:

RE: Contractor's Haul Road
Biggs-Rufus Section
Columbia River Highway
Sherman County
Contract No. 6347
Project No. I-80N-3(37)102

Attached you will find 10 copies of the proposed haul road crossing of the Union Pacific Railroad at R.R. Station 3659+08.3 which will be used by the Roy L. Houck Sons' Corporation, our contractor on this project.

You will also find attached copies of letters from our contractor dated November 13, 1963, our Resident Engineer dated November 13, 1963, and our letter to the Railroad asking approval dated November 19, 1963.

Since this haul road will involve property in which the Corps of Engineers has an interest, we are requesting your approval as well as the Railroad's.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

Enc.
cc Roy L. Houck Sons Corp.
Union Pacific Railroad Company
Lloyd Shaw
Dean Swift
Lowell Stratton

RECEIVED
DEC 24 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 17 1963
FOR FILING

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

6347

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

DECEMBER 11, 1963

File Ref. D 315 - 2 - 96

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Referring to your letters of November 19 and December 5 and recent telephonic conversation relative to the State's request for a supplemental agreement to cover haul road crossings in connection with reconstruction of the Biggs - Rufus Section of Columbia River Highway, under FAP No. I-80N-3(37)102:

In line with the foregoing, we have approved the installation of these crossings at State's expense, and will proceed with their installation to avoid delays to the State's work.

As stated in our conversation, the estimated cost for rearranging the Railroad's communication and signal lines and right-of-way fences, installing track-occupancy indicators and timbers for the temporary haul roads, is $7,620. Of this amount, $5,185 is for labor and $2,435 is for material.

Our Legal Department has been asked to prepare a supplemental agreement with the State to cover the haul roads, and it is expected we will furnish this to you in the near future.

Very truly yours,

G. H. Baker

Copies to
A W Parsons
R L Porter
L P Shon
F D Morgan
L H Young
C H Mason
Dean Swift
L C Stratton
P W Sublett
12-12-63

NOTED
R. PORTER
L&R

CONSTRUCTION DIVISION
DEC 13 1963
NOTED
CE ACE ACE CCE

RECEIVED
DEC 16 1963
STATE HIGHWAY ENGINEER

RECEIVED
DEC 11 1963
COMMISSIONERS
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEN

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 5, 1963

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. G. H. Baker

Re: Contractor's Haul Roads
Biggs-Rufus Section
Columbia River Highway
Sherman County
Project No. I-80N-3(37)102
Contract No. 6347

Gentlemen:

Please refer to our letter of November 19, 1963, requesting the necessary supplemental agreement for the above crossings and the telephone conversation, this date, between Mr. Tabor and Phil Preston.

We agree to reimburse the railroad company for the necessary expenses in connection with these crossings as listed to Mr. Preston in the abovementioned telephone conversation.

We would appreciate a letter of approval to be documented later by a supplemental agreement.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: L. P. Shaw
Dean Swift
L. C. Stratton

RECEIVED
DEC 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

ROY L. HOUCK SONS' CORPORATION

HEAVY CONSTRUCTION CONTRACTING
1585 20th STREET N. E.
SALEM, OREGON
JUstice 1-1398

December 6, 1963

Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Lichfield:

Herewith are estimates of cost chargeable to the Contractor, submitted by the Union Pacific Railroad Co., for the work in connection with haul road crossings listed by Roy L. Houck Sons' Corporation.

Crossing located at RR - Mile Point 103.83. (Present road crossing).

Rearrange Right of Way fences

Labor	$105.00	
Material	15.00	
Sub Total		$120.00

Rearrange Right of Way - Install and remove crossing timbers

Labor	$350.00	
Material	60.00	
Sub Total		$410.00
TOTAL FOR MILE POINT 103.83		$530.00

Crossing located at RR - Mile Point 105.68

Raise signal lines and install track occupancy indicator

Labor	$1550.00	
Material	920.00	
Sub Total		$2475.00

Raise and adjust communication lines

Labor	$215.00	
Material	175.00	
Sub Total		$390.00

Install and remove crossing timbers

Labor	$340.00	
Material	45.00	
Sub Total		$385.00

Rearrange Right of Way fences

Labor	$ 85.00	
Material	15.00	
Sub Total		$100.00

TOTAL FOR MILE POINT 105.68 $3,350.00

Crossing at RR - Mile Point 108.45

Raise signal line and install track occupancy indicator

Labor	$1555.00	
Material	950.00	
Sub Total		$2475.00

Raise and adjust communication lines

Labor	$ 215.00	
Material	175.00	
Sub Total		$390.00

Install and remove crossing timbers

Labor	$ 680.00	
Material	95.00	
Sub Total		$775.00

Rearrange Right of Way fences

Labor	$ 85.00	
Material	15.00	
Sub Total		$100.00

TOTAL FOR MILE POINT 108.45 $3,740.00

OVERALL TOTAL: $7,620.00

The above estimated figures are acceptable and a permit is hereby requested.

Yours very truly,

ROY L. HOUCK SONS CORPORATION

James E. Houck

James E. Houck,
Secretary - Treasurer

JEH:nk

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 8-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
FAP-3(37)48	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 5		COUNTY Sherman
		PROJECT NO. I-80N-3(37)102

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-80N Biggs to Rufus

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	9-16-63	4.164
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 3,041,008.00	$ 2,797,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stone
Asst. State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By: A. H. Parsons
(Division Engineer)
By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer November 14, 1963

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures s, ecified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

FORM PR-2, FEDERAL-AID PROJECT AGREEMENT (SUPPLEMENT)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

THE STATE HIGHWAY DEPARTMENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE RULES AND REGULATIONS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, COLOR OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY CREATED THEREBY.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER NO. 11114 OF JUNE 22, 1963, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SAID COMMITTEE, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN THE SAID EXECUTIVE ORDER OR BY RULE, REGULATION OR ORDER OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, OR AS OTHERWISE PROVIDED BY LAW.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY ISSUED PURSUANT TO SECTION 303 OF EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE BUREAU OF PUBLIC ROADS MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE BUREAU, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES."

THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE IN ANY FEDERALLY ASSISTED CONSTRUCTION WORK WHICH IT PERFORMS ITSELF OTHER THAN THROUGH THE PERMANENT WORK FORCE DIRECTLY EMPLOYED BY AN AGENCY OF GOVERNMENT.

THE STATE HIGHWAY DEPARTMENT AGREES THAT IT WILL COOPERATE ACTIVELY WITH THE BUREAU OF PUBLIC ROADS AND THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE COMMITTEE, THAT IT WILL FURNISH THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE BUREAU OF PUBLIC ROADS IN THE DISCHARGE OF THE BUREAU'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE. THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11114 WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925 AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE BUREAU OF PUBLIC ROADS OR THE COMMITTEE PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925. IN ADDITION, THE STATE HIGHWAY DEPARTMENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS THE BUREAU OF PUBLIC ROADS MAY CANCEL, TERMINATE OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE), MAY REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE UNDER ANY OF ITS PROGRAMS SUBJECT TO EXECUTIVE ORDER 11114 UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH STATE HIGHWAY DEPARTMENT, OR MAY REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

Oregon State Highway Department

Federal Aid
Project No. I-608-3(37)102

RIGHT-HAND SECTION OF THE

COLUMBIA RIVER HIGHWAY IN SHERMAN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 29, 1963

Type Code 0010
Roadway (Sta. 505/73 thru Sta. 715/08.95 & 49/51.32 to Sta. 80/00)(Contract 6347)

Clearing and Grubbing	All Required		$ 250,000.00
Drainage Excavation, Unclassified	1,700 cu.yds.	$ 2.00	3,400.00
Embankment in Place	2,625,000 cu.yds.	0.51	1,338,750.00
Selected Subgrade Material in Place	58,300 cu.yds.	0.71	41,393.00
Selected Rock Embankment in Place	104,500 cu.yds.	1.25	130,625.00
Rock Toe Embankment in Place	961,000 cu.yds.	1.00	961,000.00
Finishing Roadbed and Slopes	4.16 miles	2,500.00	10,400.00
Sprinkling	500 M-gal.	5.00	2,500.00
18-inch Corrugated Metal Pipe	320 lin.ft.	3.50	1,120.00
24-inch Asbestos Protected Steel Pipe	190 lin.ft.	6.50	1,235.00
24-inch Asbestos Protected Corrugated Steel Pipe, 12 Gage	260 lin.ft.	12.00	3,120.00
48-inch Asbestos protected Corrugated Steel Pipe	200 lin.ft.	21.00	4,200.00
60-inch Asbestos Protected Corrugated Steel Pipe	400 lin.ft.	40.00	16,000.00
60"-54" Asbestos Protected Eccentric Corrugated Steel Pipe Reducer	1 only	750.00	750.00
18-inch Culvert End Sections	2 only	30.00	60.00
	Subtotal		$2,764,553.00
	10% Engr. & Cont.		276,455.00
	Total		$3,041,008.00

Length of Roadway . . . . . 4.164 miles
Cost of Roadway Per Mile. $730,309.31

Federal Funds	$2,797,000.00
State Funds	244,008.00
	$3,041,008.00

State Funds for Const: Chap. 173, Laws 1917; Chap. 31, Laws 1920, Chap. 529, Laws 1939.

State Funds for Maint: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(37)102

BIGGS-RUFUS SECTION OF THE

COLUMBIA RIVER HIGHWAY IN SHERMAN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 6, 1963

Type Code 0010
Roadway (Sta. 505+93 thru Equa. 715+28.95=69+51.32 to Sta. 80+00)

Clearing and Grubbing	All Required		$ 40,000.00
Drainage Excavation, Unclassified	1,700 cu.yds.	$ 3.00	5,100.00
Embankment in Place	2,625,000 cu.yds.	0.68	1,785,000.00
Selected Subgrade Material in Place	58,300 cu.yds.	0.85	49,555.00
Selected Rock Embankment in Place	104,500 cu.yds.	3.50	365,750.00
Rock Toe Embankment in Place	961,000 cu.yds.	1.75	1,681,750.00
Finishing Roadbed and Slopes	4.16 miles	1,200.00	4,992.00
Sprinkling	500 M-gals.	3.00	1,500.00
18-inch Corrugated Metal Pipe	320 lin.ft.	5.00	1,600.00
24-inch Asbestos Protected Corrugated Steel Pipe	190 lin.ft.	8.50	1,615.00
24-inch Asbestos Protected Corrugated Steel Pipe, 12 Gage	260 lin.ft.	10.00	2,600.00
48-inch Asbestos Protected Corrugated Steel Pipe	200 lin.ft.	29.00	5,800.00
60-inch Asbestos Protected Corrugated Steel Pipe	400 lin.ft.	25.00	14,000.00
60"-54" Asbestos Protected Eccentric Corrugated Steel Pipe Reducer	1 only	350.00	350.00
18-inch Culvert End Sections	2 only	50.00	100.00
Type I Fence	2,270 rods	6.00	13,620.00
	Subtotal		$3,973,332.00
	10% Engr. & Cont.		397,333.00
	Total		$4,370,665.00

Length of Roadway - - - - - - - - - 4.164 Miles
Cost of Roadway Per Mile- - - - - $1,049,631.36

Federal Funds -	$4,021,000.00
State Funds -	349,665.00
	$4,370,665.00

Oregon State Highway Department

Federal-Aid
Project No. I-80N-3(37)102

BIGGS-RUFUS SECTION OF THE COLUMBIA RIVER HIGHWAY

IN SHERMAN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 16, 1963

Item Code 0010
Roadway (Sta. 309+93 thru Equa. 715+28.95 = 69+51.32 to Sta. 80+00)

Clearing and Grubbing	All Required			$ 40,000.00
Drainage Excavation, Unclassified	1,700 cu.yd.	$	3.00	5,100.00
Embankment in Place	2,625,000 cu.yd.		0.68	1,785,000.00
Selected Subgrade Material in Place	58,300 cu.yd.		0.85	49,555.00
Selected Rock Embankment in Place	104,500 cu.yd.		3.50	365,750.00
Rock Toe Embankment in Place	961,000 cu.yd.		1.75	1,681,750.00
Finishing Roadbed and Slopes	4.16 mile		1,200.00	4,992.00
Sprinkling	300 M-gal.		3.00	1,300.00
18-inch Corrugated Metal Pipe	320 lin.ft.		5.00	1,600.00
24-inch Asbestos-Protected Corrugated Steel Pipe	190 lin.ft.		8.50	1,615.00
24-inch Asbestos-Protected Corrugated Steel Pipe, 12 Gage	260 lin.ft.		10.00	2,600.00
48-inch Asbestos-Protected Corrugated Steel Pipe	200 lin.ft.		29.00	5,800.00
60-inch Asbestos-Protected Corrugated Steel Pipe	400 lin.ft.		35.00	14,000.00
60" - 54" Asbestos-Protected Eccentric Corrugated Steel Pipe Reducer	1 only		350.00	350.00
18-inch Culvert End Sections	2 only		50.00	100.00
	Subtotal			$3,959,712.00
	10% Engr. & Cont.			395,971.00
	Total			$4,355,683.00

Length of Roadway - - - - - 4.164 Miles
Cost of Roadway Per Mile- - $1,046,033.36

Federal Funds -	$4,007,000.00
State Funds -	348,683.00
	$4,355,683.00

RECEIVED
NOV 1 1963
FOR FILING

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

OCTOBER 28, 1963

File Ref. D 315 - 2 - 96

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem 10, Oregon

Atten: Mr. G. L. Decker,
Asst. Construction Engineer

Dear Sir:

Referring to your letter of October 9 transmitting Construction Plans and Special Provisions covering grading of the Biggs - Rufus Section of the Columbia River Highway in Sherman County, FAP No. I-80N-3(37)102:

The details of construction as covered by the Plans and Special Provisions, are satisfactory to the Railroads. However, it is noted that on Sheet 4 the railroad and highway rights-of-way are indicated in Sections 4 and 3. This should be corrected to Section 9 and 10 as we have indicated in red pencil on the attached set of the State's Plans. Approval of the plans has been shown thereon for the Railroads' Chief Engineer, by Mr. J. M. Bates.

Will you please furnish us a conformed copy of the State's Contract covering this project when it is available?

Yours very truly,

G. H. Baker

cc: A N Parsons (2)
R L Porter
L P Shaw
L H Young
F D Morgan
Dean Swift
Lowell Stratton
Frank Hall - for correction of plans

enc.

10-30-63
E

RECEIVED
OCT 31 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER
CONSTRUCTION DIVISION

RECEIVED
OCT 30 1963

NOTED: Co ADE ACE CDE

RECEIVED
OCT 29 1963
FOR FILING

October 28, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on October 23, 1963, on Contract No. 6347, Biggs-Rufus Section, in Sherman County, in connection with Federal-aid Project No. I-80E-3(37)102.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

RECEIVED
OCT 11 1963

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 10, 1963

Roy L. Houck Sons' Corp.,
1585 20th St. NE
Salem
Oregon

Gentlemen:

The State Highway Commission on October 10, 1963, awarded to you State Highway Contract No. 6347 for the following project:

Grading on the Biggs-Rufus Section of the Columbia River Highway in Sherman County.

This award was based on your low bid of $2,764,553.00 which was submitted to the Commission on October 8, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
OCT 16 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

October 10, 1963

A. W. Parsons, Division Engineer
08-35.2-EC Salem, Oregon

Oregon Project I-80N-3(37)102
Bigge-Rufus Section
Grading

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6347 to Roy L. Houck Sons, Corporation of Salem, Oregon, low bidder in the amount of $2,764,553.00 at the October 8, 1963 bid opening.

RECEIVED
LLOYD P. SHAW

original to Young
10-14-63

RECEIVED
SEP 26 1963
FOR FILING

I-5N-1(37)
(139)

477 Cottage Street NE.
Salem, Oregon

September 18, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
G. R. Brooks
Dist. Engineer

By: G. R. Brooks
District Engineer

A. W. Parsons
Division Engineer
Salem, Oregon

08-35.4-DA

Oregon Project I-80N-3(37)102
Biggs - Rufus Section, Columbia River Highway

Following our plan-in-hand inspection of the subject project, a meeting was held September 12 in your Mr. F. D. Morgan's office for the purpose of discussing work as set out in plans and contract Special Provisions for this project. Messrs. Morgan, Barber, Hall, Morelock, Jenkins, and Turner of the OSHD were present, and District Engineer Gordon Brooks and Assistant Area Engineer Jerry Lowder represented this office.

Significant items discussed and our understanding of actions to be taken are as follows:

1. Type 1 Fence. Delete all Type 1 fence from this project and install under subsequent surfacing project. This seemed better, due to uncertainty of contractor's utilization of State controlled borrow source and no actual need for fencing exists until section of roadway is in operation.

2. Selected rock embankment under east end of structure over Spanish Hollow Creek. Mr. Barber agreed to advise prospective bidders by letter of the expected date (according to the State's best judgment) for completion of this structure. The Special Provisions require contractor to construct embankment at east end of structure on a priority basis and in a special manner and then to place selected rock embankment after completion of the structure. As written the Special Provisions were noncommittal as to the expected completion date.

3. Pipe installed in Embankment Areas. The limits of pay excavation as indicated on sheet no. 2A of the plans was discussed and conclusion was that drawing was incorrect. No formal action was deemed necessary in this case, but correction on future projects was implied.

(more)

original To Morgan
9-23-63

NOTED
LLOYD P. SHAW

4. The Special Provisions under title of Clearing and Grubbing, Measurement and Payment were discussed. The question brought up was in effect -- Is this restriction of partial payments not in excess of reasonable value of work performed, legal, and if not, why have it in the provisions? The agreement was that the construction department would refer the question to the legal department for a determination.

5. The Special Provision Density of Compacted Embankment found on page 5 was discussed. It was revealed that the provision was not appropriately worded, since AASHO Test No. T-99 does not apply to testing of compacted embankments, but to the determining of the relation between moisture content and density of soils compacted in a mold. This topic was extended into general area of embankment compaction requirements and applicable specifications. It was revealed that there is no specification for placement of embankments in an underwater condition. Also, there is no information to indicate where the specified minimum density requirement begins, in relation to water level, on embankment construction beginning below water and extending upward. All appeared to be in agreement to delete or re-phrase the special provision for Density of Compacted Embankment on subsequent projects, but no conclusion or action was indicated on other embankment placement and compaction specifications.

6. A discussion of culvert pipe special provisions indicated that while one provision allows either steel or aluminum another provision requiring asbestos protected pipe restricts choice to steel. The reasons for specifying asbestos protected pipe were given by Mr. Hall. These reasons of underwater condition or exceptional deep cover conditions were accepted in most cases. The culvert pipe installation as proposed at Station 593+65 was questioned. Mr. Jenkins presented his determination of design requirements at this location. Further consideration has been given the situation of extending the 54-inch CMP (asbestos protected) under roadway. The reasons for going to a larger size are accepted but the need for removal of the 32 feet of CMP under roadway slope area do not appear justified. We recommend that you re-evaluate this proposed drainage facility with idea of utilizing all of existing line of 54-inch CMP at this location.

The reference to Corrugated Steel Pipe on the plan sheets was aired and agreement was to correct this reference to correspond to most recent designation Corrugated Metal Pipe.

This covers all items of significance which were discussed at this meeting.

RECEIVED
SEP 30 1963
FOR FILING

I-5(1)-
237

477 Cottage Street, N. E.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

September 16, 1963

A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

00-35.2-DA

Oregon Project I-80N-3(37)102
Biggs - Rufus Section
Crading

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance unnecessary as indicated in Mr. Wright's September 10, 1963 letter except for one (1) parcel on which negotiations are in progress with the expectation that this parcel will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

The Union Pacific Railroad agreement, dated April 14, 1961 was approved effective May 13, 1963 in connection with Project I-80N-3(22)95. The June 10, 1963 supplement thereto is hereby approved.

Your September 11, 1963 status report of preparatory work for utility adjustments indicates that no other utilities are involved.

Attachments

RECEIVED
OCT 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young
cc Gifford with attach.
9-30-63

RECEIVED
SEP 13 1963
FOR FILING

COMMISSIONERS
[illegible] CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 10, 1963

Right of Way Status
Biggs-Rufus Project
Columbia River Highway

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

COPY

Dear Sir:

All rights of way or rights of entry have been obtained for construction of this project except for file No. 32689 - U.S. Army, no cost.

Our application has been forwarded to the Chief, Corps of Engineers, Washington, D.C., with the favorable recommendation of the District and Division. Since the application went to Washington on August 27, we have every reason to expect the return of the documents or a permit of entry prior to the date of bid opening.

No displacement of persons occurred as a result of the right of way taking for this project.

All lands required for the construction of the project will be available for immediate use and occupancy of the contractor.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

NOTED
LLOYD P. SHAW

WTW:SM
cc: Lloyd Shaw
L. H. Young
C. H. Maison
L. I. Lindas

RECEIVED
SEP 10 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 16 1963
FOR FILING

MISC. CONTRACTS and AGREEMENTS No.

T - N -
6241

Salem, Oregon
Sept. 5, 1963

Agenda Item 4-1

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Mapping & Records Engineer

Supplemental Throughway Agreement
Biggs-Rufus Section
Columbia River Highway
Sherman County

Attached is a conformed copy of a supplemental agreement with Sherman County covering the Biggs-Rufus Section of the Columbia River Highway and closure of Fourth Street in Rufus.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Sherman County Court.

Secretary

rn
Attach: 1

RECEIVED
AUG 20 1963
FOR FILING

August 20, 1963

Oregon State Highway Commission

Gentlemen:

A supplement to an agreement entered into March 14, 1963, with Sherman County concerning construction of the Biggs-Rufus Section of Columbia River Highway (State Primary No. 2) will appear on the August 29 Commission meeting agenda.

The supplement to be presented provides for closure of Fourth Street in, or near, the unincorporated town of Rufus. The agreement of March 14 remains in full force, except as altered by this supplement.

Your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox
C. H. Maison

LPS:ajw bbc

RECEIVED
JUL 1 - 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 20, 1963

T. Dec, Assistant Division Engineer
08-35.7 Salem, Oregon

Original signed by
T. Dec
Eng. Coordinator

Revised Right-of-Way Plans
Oregon Project I-80N-3(24)102

Please refer to Mr. L. H. Young's letter of June 11, 1963 submitting revised right-of-way plans sheet No. 12, for the Biggs-Rufus Section, Federal-aid Project I-80N-3(24)102.

We are attaching one approved copy for your files.

Attachment

Original To Young
7-1-63

NOTED
LLOYD P. SHAW

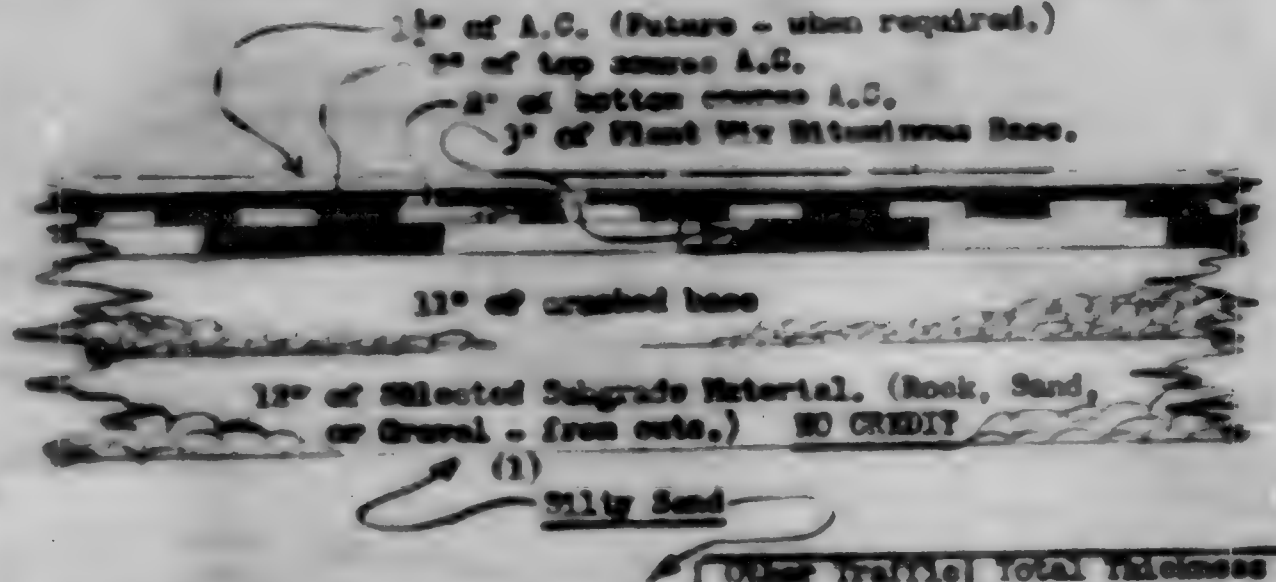
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

REVISED

REVISED

Section BIGGS - ARLINGTON Highway COLUMBIA RIVER (PA 1) County SHERMAN Profile 622-1877
Proj. No. 71542-09-51
Proj. Engr. _____ Length of Project _____ Miles. Sta. 50+43± to Sta. 80+00± Date 6-11-63

Frost Penetration - 14"-18" TYPICAL SECTIONS Traffic Classif. - VERY HEAVY


1½" of A.C. (Future - when required.)
2" of top course A.C.
2" of bottom course A.C.
3" of Plant Mix Bituminous Base.
11" of crushed base
12" of Selected Subgrade Material. (Rock, Sand, or Gravel - from cuts.) NO CREDIT
(1)
Silty Sand

(2)
Typical Soil

98	LL
0	PI
34	% Passing #200 Sieve (#200 Red.)
0	% Gravel
0	% Coarse Sand
69	% Fine Sand
27	% Silt
4	% Clay
47	"R" Value (Corrected)

AASHO CLASSIF. - A-6 (3)
Typical Soil is representative of the Subsoil

Design Traffic Classif.	Total Thickness Requirements
HEAVY	18"
MEDIUM HEAVY	15½"
MEDIUM	11"
LIGHT	9½"

	Required Base & Surf.	Designed Base	Designed Surf.	
			4	A.C.
			3	Plant Mix
			11	Cr. Base
		S.S.F.	12	Sel. Subgr.
	18		18	PRESENT
		Future	1½	A.C.
			19½	FUTURE TOTAL

PROPOSED MATERIAL SOURCES

Location	Lab. No.	B.C.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

The material in this area is generally good but areas of weathered rock and wind blown silt seams will be encountered. Complete elimination of the questionable material is not possible, so upgrading by use of Plant Mix Bituminous Base is recommended.

B.P.R.

cc Asst. Chief Highway Engineer
Construction Engineer
Engineer of Tests
District Engineer
Office Engineer

Submitted by _____ Recommended _____

NOTED
LLOYD P. SHAW

PAVEMENT TYPE SELECTION

BIGGS - RUFUS SECTION
COLUMBIA RIVER HIGHWAY
SHERMAN COUNTY
FED. ID 633-1&77

Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY Present ADT 1200 1975 ADT 9000 % Heavy Vehicles 18 - 10
   (NOTE: Increase classification one step for heavy logging use)
2. Soils Characteristics: See design chart attached
3. Weather: Frost Penetration 16"-18" Annual Precipitation 15"±
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
   Stage Construction: Not a problem
7. Depressed, Surface, or Elevated Design: Surface
8. Conservation of Aggregates: No problem
9. Stimulation of Competition: Not a factor
10. Construction Consideration: No problem
11. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a factor
12. Traffic Safety: No problem
13. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4 and 6, an A.C. wearing surface has been selected. A. C. Surfacing was designated for this section in the 104 (b) 5 Needs Study.

RECEIVED
APR 15 1963
FOR FILING

MISC. CONTRACTS and AGREEMENTS No.

Salem, Oregon
March 19, 1963

Agenda Item 4f-2

Throughway Agreement
Biggs-Rufus Section
Columbia River Highway
Sherman County

Mr. H. S. Cox
County & City Engineer
Office

Attention: John D. Graham
Office Engineer

Attached is a conformed copy of a throughway agreement with Sherman County covering the Biggs-Rufus Section on the Columbia River Highway in Sherman County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the County Court of Sherman County.

Secretary

rn
Attach: 1

RECEIVED
MAR 5 - 1963
FOR FILING

March 4, 1963

Oregon State Highway Commission

Gentlemen:

An agreement with Sherman County covering the Biggs-Rufus section of the Columbia River Highway is presented for your consideration.

The agreement provides that the State prepare plans, obtain right of way, construct the Rufus interchange, and close nine public roadways in Rufus. The County consents to the State's action and to vesting in the State-County right of way which falls within state right-of-way limits.

This agreement has been signed by the County Court. The project is scheduled for bids October or later.

This matter will be presented at the March 14 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox

LPS:ajw bbc

RECEIVED
NOV 23 1962
FOR FILING

FORM E-30X—50M—8-62 43009

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
November 26, 1962

SUBJECT: File No. 33933
Biggs-Rufus Section
Application to Corps of Engineers

To: Mr. F. D. Morgan
Construction Engineer

Attention Mr. D. J. Barbee

Office

Our application for the lands under the jurisdiction of the Portland District Corps of Engineers between Biggs and Rufus are in an inactive status pending a revision of descriptions and plans on that project.

This is simply to remind you that we are unable to proceed until you have provided this data. We anticipate a delay of three months in processing the application after the data can be forwarded to the Corps of Engineers.

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTWrem

cc R. L. Porter
L. H. Young
L. I. Lindas

NOTED
R. L PORTER

RECEIVED
NOV 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1962

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
McMINNVILLE
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 26, 1962

RECEIVED
SEP 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Sam Van Vactor
Brown & Van Vactor
Attorneys at Law
The Dalles, Oregon

Re: State of Oregon
vs.
River Terminals Co., et al.
Case No. 3072
Our file L-3727 B-32742
Biggs-Rufus Section
Columbia River Highway

Dear Mr. Van Vactor:

I enclose herewith the original and three copies of stipulation for final judgment in the above-mentioned case. This stipulation and our settlement is based on the construction of the frontage road as described in the complaint. It is also based on certain filling work to be done by us as part of our construction. The area to be filled is to be approximately 275 ft. by 300 ft. in lieu of the 200 ft. by 300 ft. area discussed in our previous correspondence. Your clients are more informed than you and I as to the details of said proposed construction.

Please execute and return the original and one copy of the enclosed stipulation. Please present this matter to your clients at your earliest opportunity. As you know, Judge Edward H. Howell, because of the numerous delays, has notified the parties that he wanted this case disposed of by October 19, 1962. Upon return of the executed stipulation we will process the matter for final payment and prepare the necessary proposed judgment to be submitted to the Court.

Thank you for your cooperation in this matter.

Very truly yours,

L. I. LINDAS
Chief Counsel

By Leslie B. Hampton
LESLIE B. HAMPTON
Staff Attorney

LBH:amo
Enc.
cc - Mr. Forrest Cooper ✓
Mr. L. I. Lindas
Mr. Walter T. Wright

RECEIVED
JUN 26 1962

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 25, 1962

SUBJECT:

Court
6.1.14
Cec. H. Thing (Highway)

To: Mr. Forrest Cooper
State Highway Engineer
O f f i c e

Further reference is made to the hassle with the Sherman County Court which concerns county approval on the Celilo-Biggs and Biggs-Rufus Sections.

#6286

Commissioner Fridley and H. S. Cox recently talked to the Court, and as I understand, more or less indicated that if they would sign the agreement, the State would construct a parking area of 260 x 300-foot dimension. I am informed that such a parking lot might cost as much as $10,000. It is suggested that the matter be discussed with Commissioner Fridley as soon as possible and that a course of action be formulated so that this thing can be brought to some kind of conclusion.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

Per agenda

Porter: Where do we go from here? OK, 10-1-62 RLP

RECEIVED
MAY 23 1962
FOR FILING

Correct
filed
C. E. Hall (Copy)

May 23, 1962

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, NE
Salem, Oregon

Attention Mr. T. Dee

Dear Sir:

Re: Biggs-Rufus Section
Columbia River Highway

Attached is a copy of a letter received from the Walla Walla office, USED, advising of their intention to take concrete aggregates from the Columbia River near Rufus. Today I gave you a map showing the area and our estimate of the additional cost of $627,000 should the U.S. Engineers go ahead with the taking of concrete aggregates from this section.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSPjms
Attach.
cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan

RECEIVED
APR 26 1962
FOR FILING

April 24, 1962

The District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Attention E. C. Fransen, Chief
Engineering Division

Gentlemen:

Reference is made to your letter of April 12 concerning your plans to take concrete aggregate from the Columbia River in the area between Rufus and the Maryhill ferry landing. Our Construction Division is looking into this and preparing some maps and estimates of material which we will need. I will get in touch with you as soon as these are ready so that we may have a conference, probably on the ground.

I would also advise that the Oregon Game Commission is vitally interested in anything which will alter the present condition of the river in this area and I expect to have one of its engineers with me at the conference.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

E. S. Fransen
Deputy State Highway Engineer

ESFlms
cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. Dean Swift

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWGD

12 April 1962

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to the Navigation Permit dated 17 January 1961 issued to you by the U. S. Army Engineer District, Portland, Oregon, and to the preliminary construction plans for the Biggs to Rufus section of Highway No. 80N which were forwarded to this office in February 1962.

The Walla Walla District has made a comprehensive appraisal of possible concrete aggregate sources and has determined that the area from Rufus to Maryhill ferry landing is the only economical source available for the production of concrete aggregates for the remaining construction work at John Day Dam. The requirements for the dam amount to approximately three million cubic yards of raw aggregate and will require excavation to a depth of approximately 30 feet in the areas covered by The Dalles reservoir from the original river bank to your proposed highway right-of-way between highway stations 625 and 705. The remainder of the area from your station 705 to Rufus will also be required for project use.

It is suggested that a conference be scheduled at your earliest convenience so this matter may be more fully discussed and the most satisfactory plan for all parties be developed.

Sincerely yours,

E. C. Franzen

E. C. FRANZEN
Chief, Engineering Division

APR 16 1962

RECEIVED
APR 19 1962
COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
Cond
Rlw
Col R Hess (Supply)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 19, 1962

District Engineer
Corps of Engineers
Pittock Block
Portland, Oregon

ATTENTION: Mr. Clarence Munford

Gentlemen:

The Oregon State Highway Department is interested in determining the amount of materials available within the area between Biggs Point and Rufus lying northerly of the Union Pacific Railroad and within the pool of The Dalles Dam. The Department would appreciate it very much if you would send us a copy of any data which might aid us in determining volumes or type of material within the area.

In conjunction with the above, we are interested in determining the ordinary high water elevation which existed prior to construction of The Dalles Dam. Any data which you might have in this regard would be appreciated also.

Very truly yours,

F. D. Morgan
Construction Engineer

GCW:bjh

cc: G. S. Paxson
R. L. Porter

NOTED
U. S. ENGINEER

RECEIVED
APR 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 21 1961
FOR FILING

Salem, Oregon
March 20, 1961

Biggs-Rufus Section
Columbia River Highway

Mr. Walter T. Wright

I attach hereto the original of a letter from the State Game Commission which in a rather left-handed way gives approval to our construction between Biggs and Rufus.

I believe this will clear you with the U. S. Engineers for right-of-way negotiations.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

JOHN P. AMACHER CHAIRMAN
WINCHESTER
MAX WILSON JOSEPH
J. H. VAN WINKLE OREGON CITY
ROLLIN E. BOWLES PORTLAND
JOSEPH W. SMITH KLAMATH FALLS

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
P. O. BOX 4136
PORTLAND 8

March 16, 1961

The State Highway Department
Highway Department Building
Salem, Oregon

Attention: Mr. G. S. Paxson
Assistant State Highway Engineer

Gentlemen:

Thank you for your letter of February 23, 1961, and the copies of the map of the Biggs-Rufus section of the Columbia highway relocation.

The proposal as outlined on the map will be of considerable value to the state of Oregon in providing access to this part of The Dalles pool. The matter of access to water areas for fishing, and other forms of water-based recreation is of ever-increasing importance. We feel that the proposed work for this area as shown on the maps, although not embracing needed waterfowl considerations, will best serve the interests of the state in this section of the river.

We wish to emphasize the compelling necessity of providing direct boat access to the Columbia at the mouth of the Deschutes River.

Very truly yours,

P. W. Schneider
Director

RECEIVED
MAR 15 1961
FOR FILING
Culvert
R/W
Columbia Hwy
Hwy (illegible)

Salem, Oregon
March 14, 1961

Culverts near Maryhill Ferry
Bigge-Rufus Section,
Columbia River Highway

Mr. Frank Hall
Chief Designer

Following is a table of Stage-Discharge relations for the Columbia River at Rufus:

Discharge, C.F.S.	Stage, ft., MSL
80,000	160.5 (Normal pool)
100,000	160.65
200,000	161.65
300,000	163.15
500,000	166.75
700,000	170.75
900,000	174.70
1,030,000 (1894, regulated)	177.8

The culvert at Station 593+65 drains about 3.5 square miles, including about 29 acres of lowland subject to flooding by backwater from the Columbia River. The culvert through the present highway is a 54-inch c.m.p. and that through the railroad is a 48-inch c.m.p. According to my figures, either of these could be overloaded by a 50-year flood off their own watershed, but would be adequate to handle the rise and fall of the Columbia. I would, therefore, recommend extending the railroad 48-inch c.m.p. with a taper section and 60-inch c.m.p. (1) to minimize the aggravation of the existing condition caused by the addition of 230 feet more pipe and (2) to lessen the chance that we, along with the railroad, might have to enlarge our pipe in the future to provide more capacity.

The present highway culvert opposite Station 659+86 is two 48-inch c.m.p. The railroad culvert at this station is one - 48-inch c.m.p. The drainage area is 0.5 square mile, of which about 98 acres is lowland which will be flooded by backwater from the Columbia.

The existing highway culvert is more than adequate to handle the local drainage, but is less than I would recommend to handle pond equalization. The railroad culvert is only adequate to handle

local runoff. Since the freeway culvert will handle this pond, plus part of the pond between the railroad and the freeway which it shares with the culvert at Station 687+50, I think the pond capacity of the culvert should be at least equal to the capacity of two 48-inch c.m.p.; it should be a 72-inch c.m.p.

At Station 687+50, both the existing highway and the railroad utilize 36-inch c.m.p. These are adequate for the natural drainage area of 0.4 square mile and the pond area of 17 acres. A 48-inch c.m.p. will be needed to handle the additional pond between the railroad and freeway.

John C. Jenkins
Assistant Research Engineer

JCJ:er

MEMO TO FILES : Columbia River Highway, Sherman County
2/23/62 Biggs-Rufus Section

On Tuesday, February 20, at 9:00 A.M., Division Engineer Dean Swift, Dam Coordinator Josh Sawyer, Judge Vernon Miller of Sherman County, Mr. Carl Floten of Inland Navigation Company, and I met at Biggs to Review the service area for Inland Navigation Company at approximate station 468.

Chief complaint (from Mr. Kaseberg and Mr. Floten) was insufficient depth to the service area that the State had previously agreed to build. The agreed size had been 200 feet deep by 300 feet in length along the river frontage. Plans by the Navigation Co. call for construction of an elevator to be built on the present concrete foundation that is in place (This foundation is not in the best of condition and shows signs of severe deterioration).

The suggestion of Messrs. Kaseberg and Floten was moving our highway centerline southerly so that our southerly right-of-way line is common with the railroad northerly right-of-way line in the vicinity of station 468. If this suggestion is not accepted by the State then a minimum movement, southerly, of 75 feet must be made before any plans would become acceptable to Commissioner Kaseberg.

No comment was made by any Department personnel as to merits of the proposals. Mr. Swift assured all present that I would report to the Salem office on this meeting.

Judge Miller made no comment on these proposals.

I gave Judge Miller and Dean Swift each a copy of the proposed frontage road at Rufus. I told Judge Miller that more detailed plans and an agreement covering the Rufus section would be presented at a later date.

Si Cox
County & City Relations Engineer

SHC:mm
cc: R. L. Porter
F. D. Morgan
Dean Swift

RECEIVED
FEB 23 1961
FOR FILING

Comm
Mail
Cont. Div. Hdq. (Supplies)

February 23, 1961

Oregon State Game Commission
Post Office Box 4136
Portland 8, Oregon

Attention: Mr. C. J. Campbell

Gentlemen:

Following our conferences concerning access to the bank of the Columbia River for recreational purposes, we have made some changes in our plans which I believe represent the best that we can possibly do. I refer particularly to the area between Biggs and Rufus. I am sending herewith three copies of a map entitled Biggs-Rufus Section, Map Showing Proposed Borrow Area, dated November 1960, revised February 1961, upon which we have shown a proposed access road leading from an interchange just east of Rufus. The center line of this proposed access road is shown in orange on the map. This will provide access to the river bank from this Rufus interchange westerly to the present Maryhill Ferry landing. The area above normal pool elevation which will be left intact is shown outlined in green.

There will be an access at Biggs which will provide entry to the property lying to the north of the present railroad and also to the river bank in this area. Between the Maryhill Ferry slip and Biggs our encroachment is in deep water, and there is no chance to connect the service road from Rufus to the interchange at Rufus. On the left-hand end of the map is shown the typical section of our freeway and of the access or service road. You will note that we are providing a road approximately 18 feet in width without shoulders and surfaced with pit-run gravel.

We have also revised our borrow area so that we leave intact the peninsula which now is used as the Maryhill Ferry slip. We are making borrow to the west of the present basin running to the slip and are also borrowing mostly below normal pool elevation from the river bed from this Maryhill Ferry slip area easterly to the township line between Range 16 East and Range 17 East as shown on the map. We will make no borrow easterly of this township line.

Oregon State Game Commission February 23, 1961

We are quite aware of your concern for access to the river bank in this area and have made every effort we can to preserve as much of it as possible. In order to expedite the project, I would appreciate your consideration of this plan and a letter advising us of your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSPaxs

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. Walter T. Wright

RECEIVED
FEB 21 1961
FOR FILING

February 21, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the inquiry contained in the last paragraph of your letter of approval, dated February 16, 1961, for items 196 to 200 inclusive of the Federal-Aid Interstate Program.

Your inquiry concerns the variation in cost between the programmed amount for Item 199, Biggs-Rufus RCW Project I-80-3(24)102 of $85,000 and that reported in the 104(b)(5) estimate of $5,000.

All of the right of way between Biggs and Rufus is located on government-owned property and the cost of these properties will be very nominal. However a short section through the town of Rufus crosses several private-owned improved properties and the estimated value of these properties occassion the program amount exceeding the 104(b)(5) estimate which obviously anticipated crossing little, or no property of private ownership.

Your department has been furnished a map showing the private-owned properties traversed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JWN:lt

RECEIVED
FEB 21 1961
FOR FILING
Court
Rld
Col. R. Hunsaker

Salem, Oregon
February 20, 1961

Mr. Walter T. Wright
Right of Way Engineer
O F F I C E

Approval has been received from the Bureau of Public Roads to proceed with right-of-way acquisition on the Biggs-Rufus Section, Project I-80N-3(24)102, as of February 16, 1961.

The Bureau's letter of authorization contains the following: "The total estimated cost for Item 199 varies considerably from the amount reported in this section 104(b)(5) estimate. We would appreciate receiving your comments as to the reasons for the major variation in cost". Will you please contact Mr. Nash and work out a reply to this question.

R. L. Porter
Office Engineer

RLP:sw

RECEIVED
MAR 3 1961
FOR FILING

Agenda
4 Z -1

February 3, 1961

Sherman County Court
County Court House
Moro, Oregon

Gentlemen:

The State Highway Commission at its meeting on January 27, 1961, adopted a survey concerning improvement of the Biggs-Rufus Section of the Columbia River Highway. For your information we have attached a sketch map showing the route of the new section and a copy of the Commission's resolution adopting the survey (Survey Resolution No. 227).

You will recall that a public hearing on this project, known then as Big Eddy-Rufus Section, was held in Moro on May 5, 1959, and a transcript of the hearing was sent to you. A copy of Survey Resolution No. 223, dated August 18, 1960, covering a portion of this section (from Big Eddy to Biggs) was forwarded to you on August 25, 1960. The Commission took action only after careful study of the transcript and consideration of the Highway Engineer's recommendation.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.
mb
cc: Victor Wolfe

RECEIVED
FEB 16 1961
FOR FILING

Cook
R.I.W.
Col-D. Hwy. Com.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1961

SUBJECT:

To: Mr. G. S. Paxson
Assistant State Highway Engineer
B U I L D I N G

Mr. Cooper discussed the matter of access, etc. in the Biggs-Rufus area with me. I had attended meetings previously where the Federal Fish and Wildlife Service had requested that islands be left in this area for wildfowl nesting. Our borrow setup had been planned accordingly.

I am now informed that the matter of access is of more urgency and we are therefore proceeding on the basis of providing access at the Maryhill Ferry ramp through the interchange at Rufus and a low-type frontal road along the northerly side of the highway. This road will be a low-type road, 26 feet in width, with a pit run gravel surfacing. It will be two feet above normal pool.

Tom Edwards
Construction Engineer

TE:jw

cc Forrest Cooper

Game Commission
Robt. L. Borovicka

RECEIVED
FEB 7 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 5, 1961

SUBJECT: Maryhill Ferry Road
Biggs-Rufus Section
Columbia River Highway
Sherman County

To: Mr. G. S. Paxson
Asst. State Highway Engineer
B U I L D I N G

As requested, we have made a rough estimate of cost for an underpass at the Maryhill Ferry Road - to connect the existing Columbia River Highway to the existing ferry ramp and boat-launching area. (This request originated with the State Game Commission.)

In this area, the railroad and proposed highway are parallel and as close together as possible. The railroad is approximately 5 feet higher than the proposed grade for the new highway; therefore, it would be necessary to raise the grade of the highway approximately 9 feet in order to take the Maryhill Ferry Road across the railroad at grade at the present crossing and drop on a 20 per cent grade to go under the proposed highway in a box. The additional fill material and the box are estimated at approximately $145,000.

As presently proposed, a moat would be built full length along the river side of the highway in this area - about 400 feet across the top and 40 to 50 feet deep to get the necessary material for the Biggs-Rufus construction - thus cutting off a portion of the area at the Maryhill Ferry, forming an island or group of islands. This was requested by one of the wildlife groups.

Attached is a plan of the area and a profile of the proposed underpass.

Tom Edwards
Construction Engineer

ADO:jw

Attach.

RECEIVED
JAN 6 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Grade Change 2000

Grade Change 1900'

0.5%

400' VC.

← BIGGS 2.5 Mi.

RUFUS 2.5 Mi. →

"L" Fin. Gr. (Revision for Box)

0.5%

Subgrade

"L" Finish Grade

"L" Subgrade

13'x13' R.C.B.C. - 144'

170

Normal Pool

160

625

620

Max. Flood Elev. 189

℄ R.R.

℄ C.B.

℄ W.B.

"L" Finish Grade (New)

144'

Existing ground

190

0.00

Fin. Gr.

Proposed Borrow Section

170

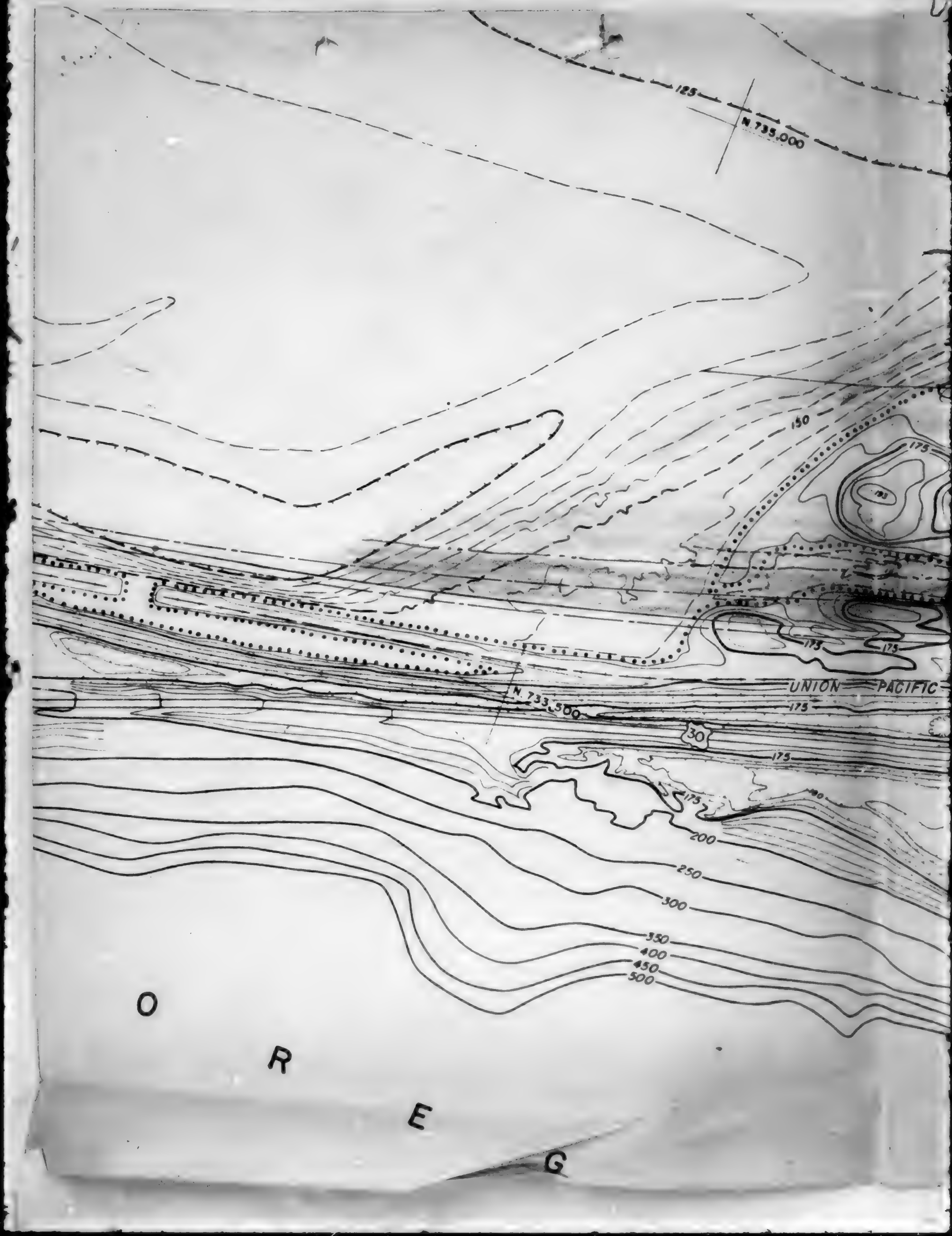
Marysville Ferry Road

160

Normal Pool

Marysville Ferry Road
Biggs - Rufus Unit
Sacramento River Unit

13'x13' R.C.B.C. = $24,567
Emb. in Place 160,000 C.Y. @ .58 = 92,800
TOTAL: $117,367
+ Engr & Cont ⇒ 14,633


125
N. 735,000
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UNION PACIFIC
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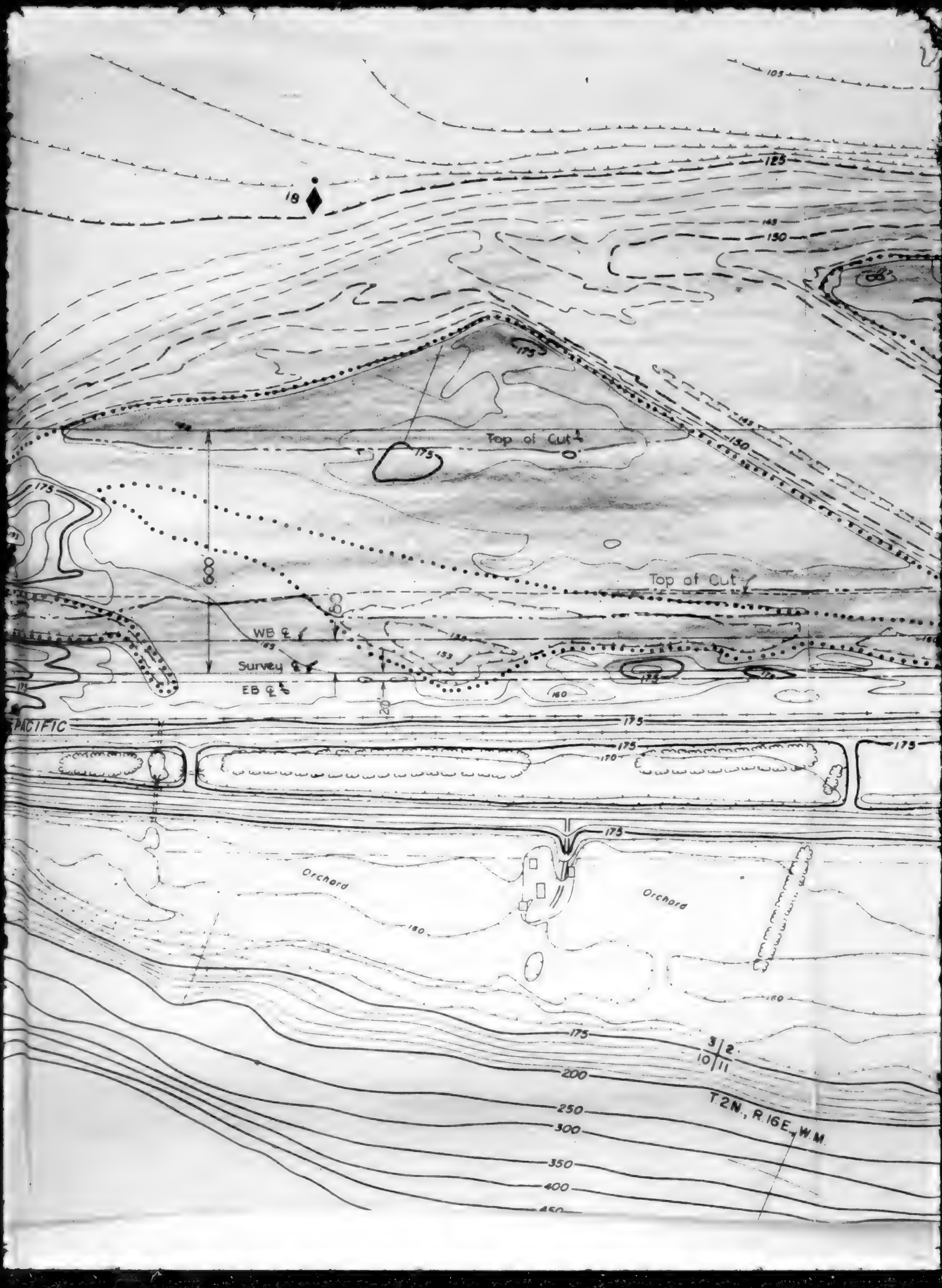
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Top of Cut
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Survey ℄
EB ℄
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PACIFIC
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Orchard
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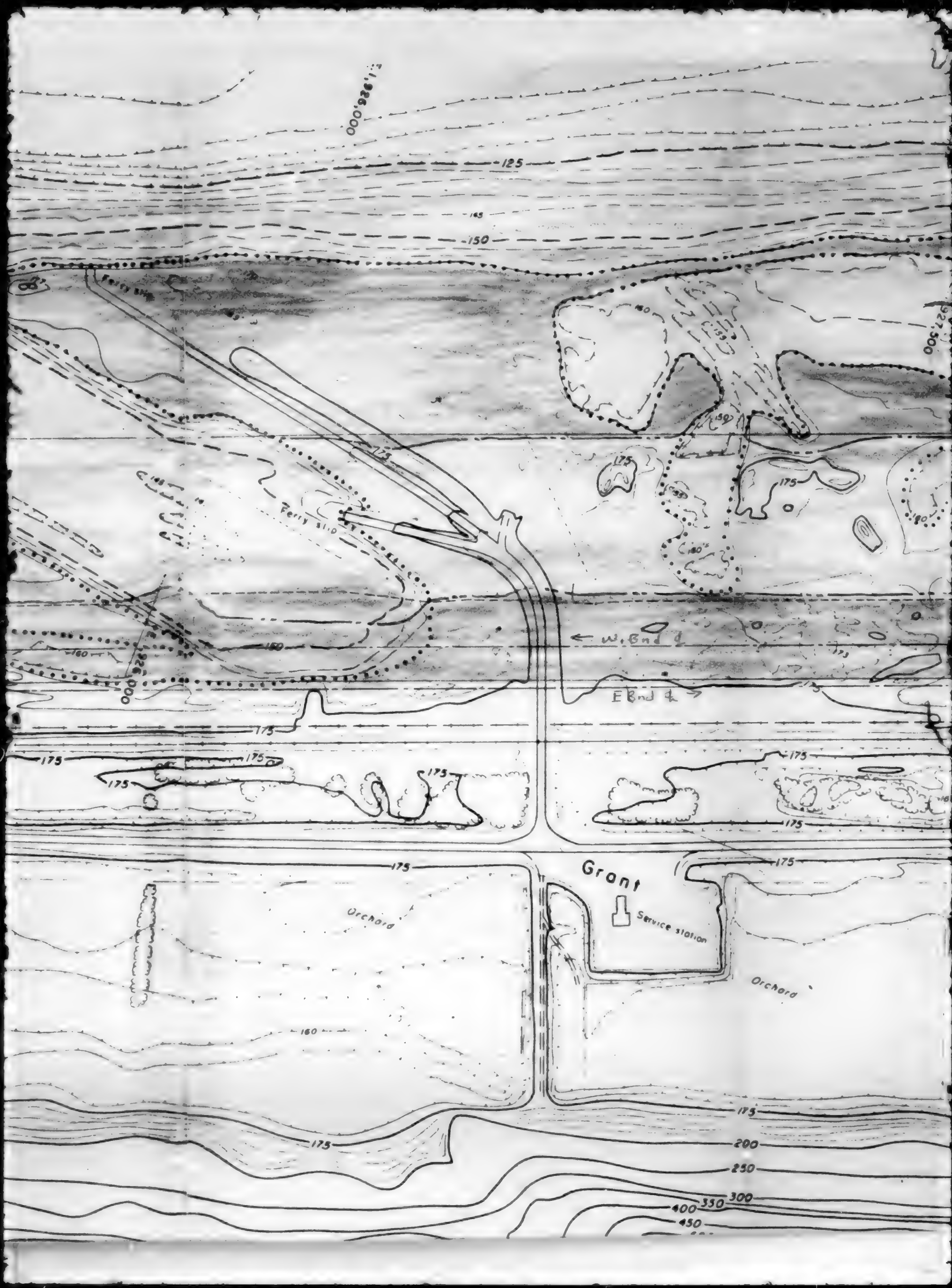
125
150
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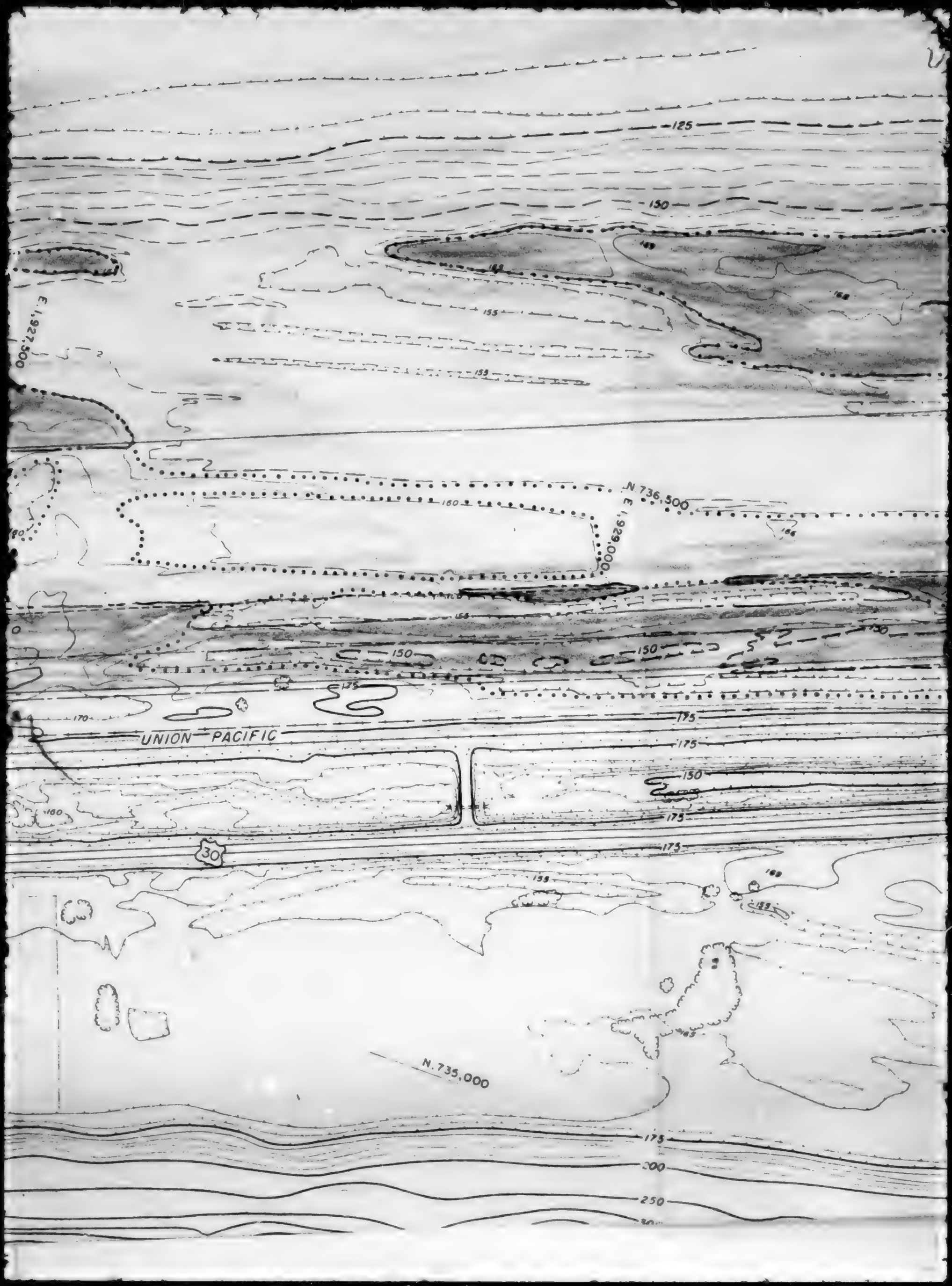
Ferry slip
Ferry slip
W. Bnd
E Bnd
Grant
Service station
Orchard
Orchard
160
180
190


125
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E. 1,927,500
N. 736,500
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175
UNION PACIFIC
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175
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N. 735,000
175
200
250

PROPOSED BORROW AREA

Top of Cut

Orchard

125
145
150
155
160
165
175
180
185
190
200

125

20

145

150

155

160

REA

150

150

155

175

175

175

175

170

175

170

180

180

170

E 1,932,000

175

170

170

133,500

130

N 739,500

E 1,935,000

150

160

Top of Cut

180

185

170

175

80

180

155

20

150

160

160

N 738,000

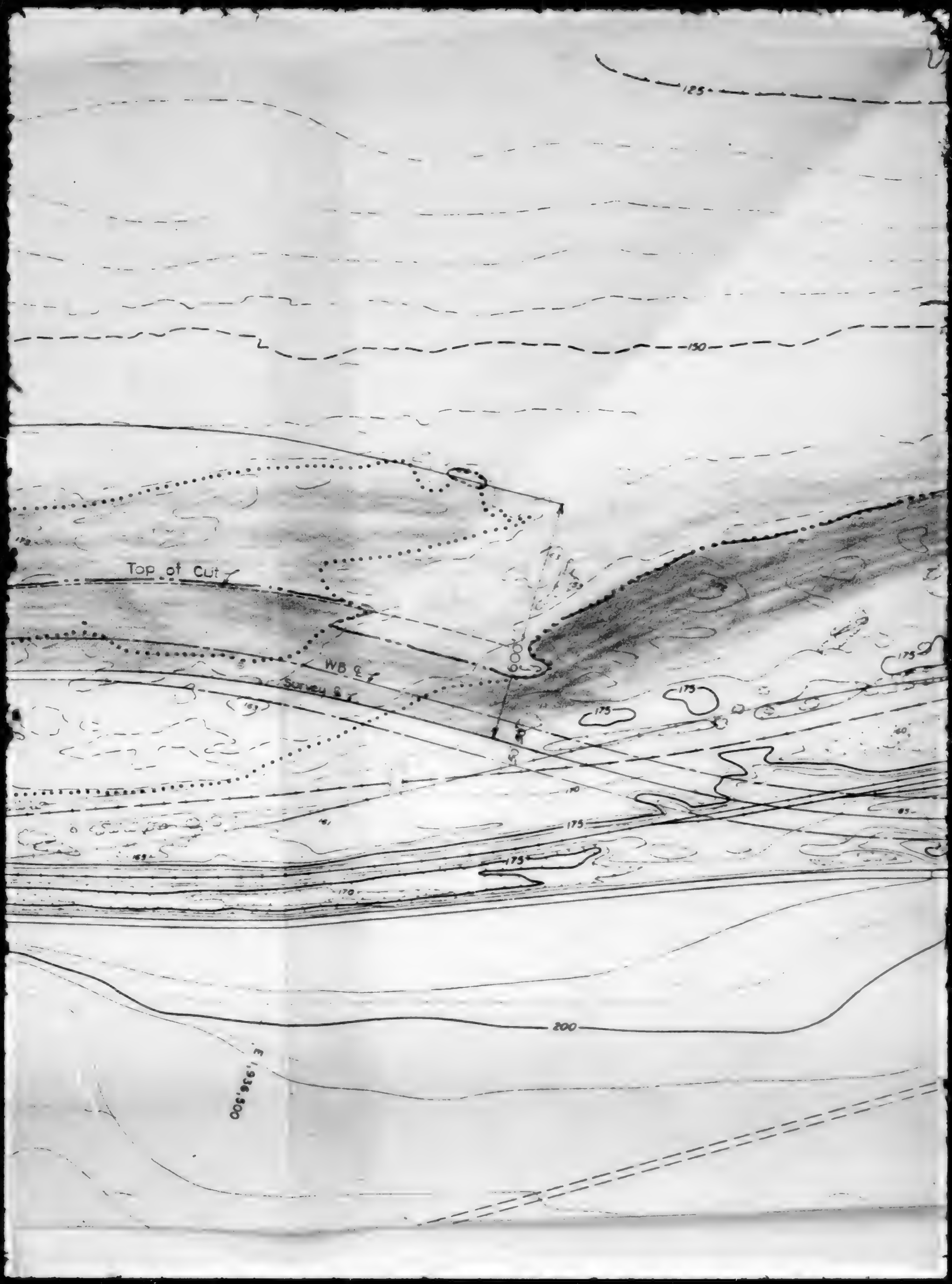
175

UNION PACIFIC

175

30

200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JAN 20 1961
FOR FILING

Cont
F/W
Col. R. Hwy Copies

Salem, Oregon
January 19, 1961

Mr. W. T. Wright
Right of Way Engineer
O F F I C E

The following prefix is assigned in advance of BPR authorization to begin acquisition of rights of way:

Prefix 628-2505 Biggs-Rufus Section of the Columbia River Highway in Sherman County. The approximate limits are Station 504 through an equation to Station 117.

The acceptance of options and filing of condemnation suits should not begin until Bureau approval is received.

R. L. Porter
Office Engineer

JAH:sw

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FOR FILE

Comit
R/W
Cl. R. Henry (kpm)

January 16, 1961

Oregon State Highway Commission

Gentlemen:

Our survey of the Biggs-Rufus section of the Columbia River Highway has been completed.

A public hearing was held on May 5, 1959, and there were no objections voiced to the location as shown. This section is on the interstate system and will be financed with interstate funds. The length of the section is 5.93 miles. A map is attached for your information.

I recommend your approval of this survey and authority to purchase the necessary right of way.

This will be on the agenda at the January 27 meeting.

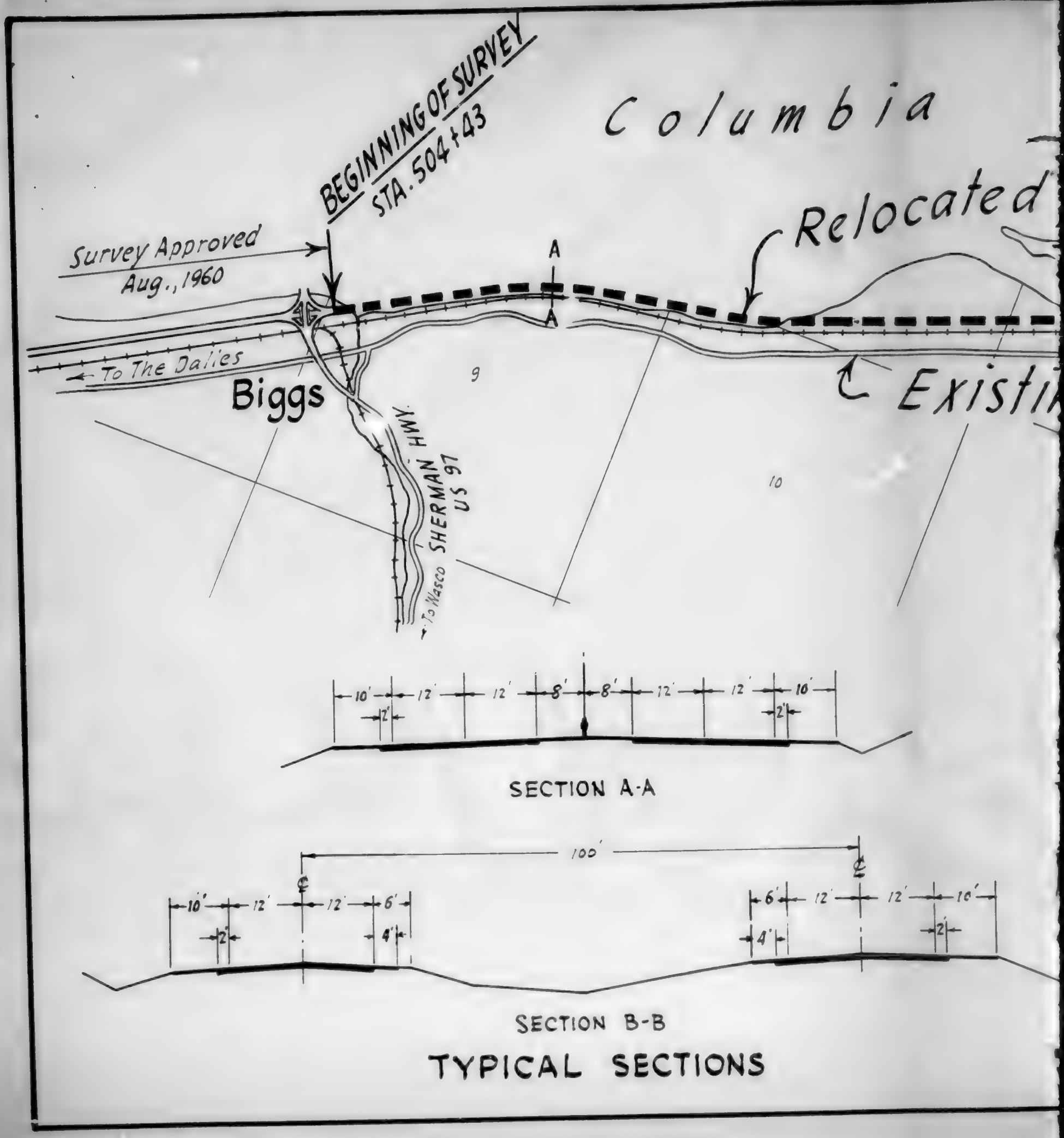
Very truly yours,

M. G. Williams
State Highway Engineer

DJB:jk me

Enclosure

cc Tom Edwards
Walter Wright


BEGINNING OF SURVEY
STA. 504+43
Survey Approved
Aug., 1960
Columbia
Relocated
A
A
To The Dalles
Biggs
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SHERMAN HWY.
US 97
To Wasco
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SECTION B-B
TYPICAL SECTIONS

5.93 M.

d Highway

River

7/5+28.95 = EQUA.
69+51.32 =

U. P. R.R.

ting Highway

Rufus

Scott Canyon

R.16E.
R.17E.

11

6

APPROVED
[signature]
DEPUTY STATE HIGHWAY ENGINEER
January 16, 1964
DATE

OREGON STATE HIGHWAY DE

Survey Approval

BIGGS-RUFUS SE

COLUMBIA RIVER H

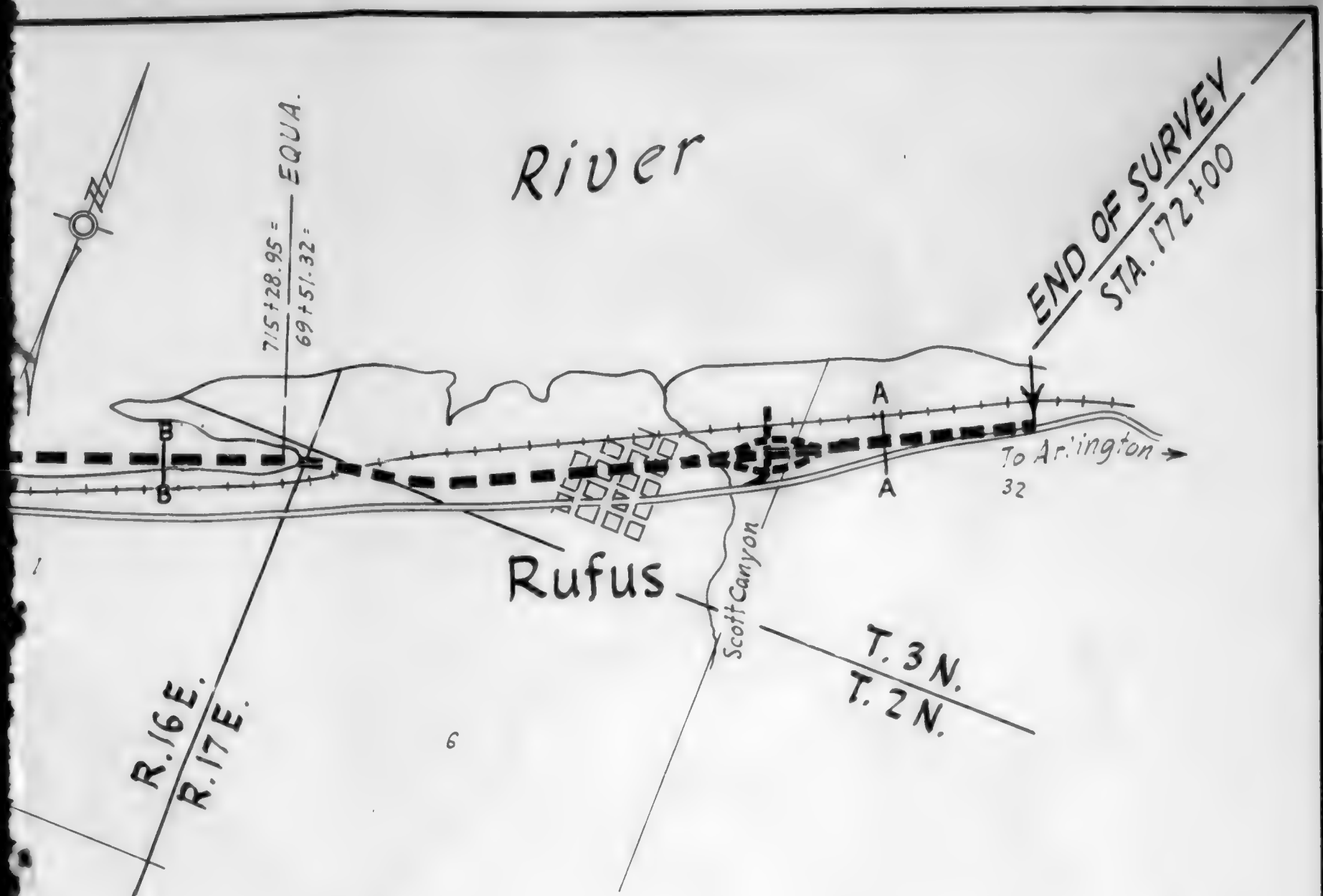
SHERMAN COUNT

Scale: 1"=2000'

DRG. NO. 1R-3-12

For details see Drg. No. 8B-20-18 &

IR-3-1289



OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

BIGGS-RUFUS SECTION

COLUMBIA RIVER HIGHWAY

SHERMAN COUNTY

Scale: 1"=2000' Jan., 1961

DRG. NO. 1R-3-1289

For details see Drg. No. 8B-20-18 & 8B-20-19 Dec. 1960

RECEIVED

Const
Rds
Col R Hwy. (Copper)

December 23, 1960

Dusenbery, Martin, Beatty & Parks
Attorneys at Law
1214 Oregon Bank Building
Portland 4, Oregon

Attention: Mr. Alex L. Parks

Gentlemen:

This will acknowledge your letter of December 14 in which you make reference to Highway 97 Ferry, Inc.

As of this time, our plans are not complete for the highway relocation between Biggs and Rufus; therefore, we do not wish to negotiate the matter of access.

It is my suggestion that this matter be held in abeyance until some future time when the various items involved have been determined.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

FC:fr er

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 22, 1960

To: MEMO TO FILE

SUBJECT: Highway 97 Ferry, Inc.
Maryhill Ferry

We recently received a letter from the law firm of Dusenbery, Martin, Beatty & Parks, Oregon Bank Building, Portland, in which it refers to Highway 97 Ferry, Inc., formerly Maryhill Ferry. The letter is quite lengthy and rambling. It contains several suggestions as to what the State can or cannot do with respect to the operation of the ferry and the ferry slip. There is one obvious omission in the letter as to what the State can do; namely, nothing. It was the obvious intent of the writer of the letter to sound the State out to see what commitments if any could be had. The letter has been answered in a noncommital way.

I called Darrel Hedges, Executive Secretary of the Washington Toll Bridge Authority, to see if I could elicit from him what the shooting was all about. Mr. Hedges told me that an agreement had been entered into between Klickitat County and Highway 97 Ferry, Inc., which, in effect, gave the ferry company certain rights during the period between the date of the agreement and the completion of the new Interstate Bridge at which time the ferry company agreed to terminate operations. In view of this, it would appear that the best procedure for the State would be to do nothing. In the event that grading operations were underway in the vicinity of the ferry road prior to the completion of the Interstate Bridge, its access could be left intact which should prevent the State from being involved. A copy of the agreement between Klickitat County and the ferry company is in the files.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. Tom Edwards
Mr. L. I. Lindas

ALBERT D. ROSELLINI, Governor
Chairman of Authority
CLIFF YELLE, State Auditor
FRANCIS PEARSON, Chairman
Public Service Commission
ERNEST J. KETCHAM, Chairman
State Highway Commission
CHARLES HODDE, Director
Department of General Administration

STATE OF WASHINGTON

W. A. BUGGE, Director of Highways
Ex Officio Member
D. B. HEDGES
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY

TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

December 20, 1960

Mr. Forest Cooper
Deputy State Highway Engineer
State of Oregon
Salem, Oregon

Dear Mr. Cooper:

In furtherance of our telephone conversation of this date, I am transmitting herewith reproduced copies of letter directed to this office from Klickitat County, together with the agreement and license and franchise as referred to in the subject transmittal letter.

As I advised, this matter is being handled by the Attorney General of this State and likewise has been referred to Mr. Jay Altfilisch, of Chapman & Cutler, which firm issued the approving opinion as to the validity of the subject bonds.

You may be assured that we will keep you advised of developments on the litigation.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH:hm
Att.

RECEIVED
DEC 22 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 1960
OFFICE OF
STATE ENGINEER

VERNE DUSENBERY
CAREY MARTIN
WILLIAM C. MARTIN
JOHN C. BEATTY, JR.
ALEX L. PARKS
DAVID TEMPLETON
RICHARD L. BIGGS
ALONZO P. STINER

SIDNEY TEISER
OF COUNSEL

DUSENBERY, MARTIN, BEATTY & PARKS
ATTORNEYS AT LAW
1214 OREGON BANK BUILDING
PORTLAND 4, OREGON

CAPITOL 6-2631

OUR CABLE ADDRESS
"DUSLAW"
PORTLAND, OREGON

December 14, 1960

Cooper

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams

RE: Access problems, Highway 97
Ferry, Inc., (ex-Maryhill Ferry)

Gentlemen:

Highway 97 Ferry, Inc., owners and operators of the old Maryhill Ferry operating over the Columbia River between Biggs Junction, Oregon and Maryhill, Washington has asked that we convey to you its position with respect to pending access difficulties on the Oregon side of the river. It is our thought that this preliminary information will be of value to your department and to the ferry company in effecting an orderly solution of access difficulties which may arise as an incident to the relocation of U.S. Highway 30.

We are informed that it is probable that within the next year your department may be ready to commence work on relocating U.S. Highway 30 between The Dalles and Arlington, Oregon. Relocation work at Biggs Junction, Oregon is almost certain to affect, in some degree, ingress and egress to the Oregon landing of the ferry company. It is the desire of the ferry company to facilitate the accomplishment of the work you plan and at the same time minimize any inconvenience which might be caused to the ferry operation.

In the spring of this year, as an incident to the proposed construction of a toll bridge across the Columbia at Biggs Rapids, Oregon, the ferry company entered into agreements with Klickitat County, Washington and Sherman County, Oregon wherein and whereby the ferry company agreed to cease operations when the new toll bridge was placed in service, in consideration of certain ferry landing work to be accomplished by the respective counties. Shortly thereafter, the Washington State Toll Bridge Authority sold some $13,500,000 in revenue bonds to finance the construction of the bridge. Preliminary work has begun on the bridge but in the interim a declaratory judgment suit has been filed against the Washington Toll Bridge Authority and the trustee on the bonds seeking to declare the revenue bonds invalid because of a failure of the Toll Bridge Authority to comply with the statutes

of the State of Washington in issuing the bonds. The final completion date of the bridge may be postponed due to the pendency of the suit but this is not, of course, certain at this time.

It would appear that your department has two alternative choices with respect to providing ingress and egress to the present ferry site during and after the relocation work on U.S. Highway 30. One obvious alternative is to provide an overpass or other suitable access to the present Oregon ferry landing . Another obvious alternative is:

(a) Provide one permanent overpass downstream for eventual connection with the new toll bridge, and incidental thereto,

(b) Provide temporary access to the river bank near the bridge site for use by the ferry in a relocated position near the bridge site.

Test soundings in the area of the new bridge site disclose a considerable amount of dredging and shore work before that area would be suitable for a relocated ferry operation. Wind conditions, etc. are such that the relocated site would not be as suitable for ferry operations as the present site but the relocated ferry site could be made workable if absolutely necessary. From a cost standpoint, we are unable to predict at this time in the absence of any engineering estimates which alternative would be less expensive. We presume your department could ascertain this data and will want to do so.

Insofar as the ferry company is concerned, it would prefer to continue operations at the present site if at all feasible; if not, consideration would be given to a relocated site near the new bridge site assuming that the costs of relocation would be absorbed by your department. That is, we assume that if the costs of providing one accessway near the new bridge site (which could be used temporarily by the ferry and permanently when the bridge is finished) and relocating the ferry are less than the costs of providing one accessway at the present ferry site and another accessway at the new bridge site that your department would prefer this course. While the ferry company prefers to remain in its present site, consideration will be given to relocating if the ultimate costs would be to the benefit of all concerned.

We are sure you appreciate this is preliminary in nature but did want to assure you of the cooperation of the ferry company in solving these access problems consistent with the economics involved.

We suggest that when the appropriate time comes for consideration of this problem that representatives of your department will get in touch with us and arrange a mutually convenient conference.

Sincerely yours,

Alex L. Parks

ALEX L. PARKS

ALP:cjw

RECEIVED
DEC 15 1960
OREGON
STATE HIGHWAY COMMISSION

ROY SANDERS, CHAIRMAN
DISTRICT NO 3
GOLDENDALE

LLOYD BEERS
DISTRICT NO 1
WHITE SALMON

HENRY MILLER
DISTRICT NO. 2
CENTERVILLE

VESTA TEDRO
CLERK OF BOARD

MEETINGS EVERY MONDAY

KLICKITAT COUNTY COMMISSIONERS

GOLDENDALE, WASHINGTON

March 9, 1960

Mr. D. B. Hedges
Executive Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Sir:

The Klickitat County Commissioners have signed an agreement and are sending same along with franchise to the Highway 97 Ferry Company for their signatures.

Please find copies of agreement and franchise enclosed. I hope this will be beneficial in arranging financing for our bridge project.

Very truly yours,

Henry A. Miller
Commissioner, Klickitat County

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

(1) That the County will, as soon as practicable:

(a) Construct or cause to be constructed a roadway suitable for hauling trucks, trailers, semi-trailers and other motor vehicles from the nearest practicable point in Klickitat County on the U. S. Highway 97 (or connecting state highways) to the ferry landing site shown on Exhibit (A);

(b) Construct, or cause to be constructed a ferry landing, wharf or dock substantially as shown on Exhibit (B) attached hereto;

(c) Dredge, or cause to be dredged, the area shown on Exhibit (A) in front of and adjacent to the wharf or dock mentioned above in subparagraph (b);

(d) Grant to the Company an exclusive permit to utilize said dock or wharf for the Washington terminus of its ferry operation; and

(e) Repair and maintain said roadway and dock or wharf in a good workmanlike fashion during the period the Company shall provide ferry service as hereinafter set forth.

(2) The Company agrees, at its own cost, as soon as the County has accomplished the steps mentioned in Paragraph (1) and the Company's ferry landing and approaches have been completed on the Oregon shore near Biggs Junction, Oregon (said date of completion being estimated at or about April 1, 1960) to promptly inaugurate a first class ferry operation on a twenty-four hour a day basis. Such operation will be maintained constantly, Acts of God, inclement weather, temporary suspensions for the purpose of repair or maintenance to equipment, and other conditions wholly beyond the control of the Company alone being excepted. The ferry equipment to be utilized by the Company will be of a capacity and horsepower to enable the Company to provide continuous service during approximately 97% of the time, and to accomodate promptly and with a minimum of delay all motor vehicles desiring to utili,e the ferry, particularly including but not limited to trailers, tractors and semi-trailers entering and departing the Yakima Valley via U. S. Highway 97. Said ferry equipment will be sound and seaworthy and will comply with the regulations and requirements of all cognisant governmental agencies having jurisdiction in the premises, including but not limited to the United States Coast Guard.

(3) The County agrees that it will take all appropriate steps, either singly or in conjunction with the Highway Commission of the State of Washington, to have the new roadway to the Washington ferry landing designated as a part of U. S. Highway 97, and that thereafter signs and/or posters indicating the route to the said ferry landing will be prominently and conspicuously placed at

appropriate locations so as to advise the public of the existence of the new ferry service. The County further agrees that it will endeavor to publicise the existence of said ferry service by all available legal means.

(4) All rates and charges to be assessed by the Company against users of the ferry will be set by the Company upon notice to the County; provided, however, that the Company agrees that such rates and charges as are established (now, hereafter or from time to time) will be generally competitive with other like operations in the area and will be so established as to attract the maximum amount of traffic which could reasonably be expected to utilise the said ferry service.

(5) In consideration of the steps to be taken by the County as herein set forth, and the execution of this Agreement, the Company agrees to remit to the County the following:

> Ten (10%) per cent per annum of the net revenues of said ferry operation for a period of two years after the date said ferry service is inaugurated, and thereafter five (5%) per cent of said net revenues per annum for each year (after the first two years) that said ferry service shall be in operation.

The term "net revenue" as used herein shall be defined to mean the revenue remaining after payment of:

> (A) The expenses of operating the ferry, including but not limited to depreciation on any equipment and facilities purchased by the Company, (less salvage value) Charter hire, (if any), wages salary, etc;
>
> (B) The cost of dredging on the Oregon side of the Columbia River and the cost of constructing the ferry landing, dock or wharf on the Oregon shore; and
>
> (C) An allowance of a sufficient amount of revenue to cover the general overhead, legal, accounting and other administrative expenses of the Company,

but before payment of any state or Federal taxes.

(a) An accounting shall be made each month as to revenues received from the ferry operation and payments due, if any, made in accordance therewith. The Company shall cause an audit to be made each year by an acceptable firm of certified public accountants and any corrections or adjustments shall be made in accordance with said audit within sixty (60) days after the same has been submitted to the Company and the County.

(6) It is expressly understood and agreed, notwithstanding anything to the contrary contained herein that if and when a bridge should be built by any public body over the Columbia River within two (2) miles above or below the site of the ferry operation that the Company will immediately discontinue its ferry operation upon request of the owners of said bridge and the County and further hereby agrees to waive any claim it may have for compensation, if any, for discontinuing said ferry operation.

DATED THIS 7th day of March ,1960.

KLICKITAT COUNTY

By /S/ Ray Sanders

"COUNTY" By /S/ Henry Miller

By /S/ Lloyd L. Beeks

HIGHWAY 97 FERRY, INC.

By _____

"COMPANY" By _____

C O P Y

LICENSE AND FRANCHISE

WHEREAS, it is in the best interest of KLICKITAT COUNTY that an adequate and safe interstate ferry service be inaugurated over the Columbia River between Biggs Junction, Oregon and Maryhill, Washington; and

WHEREAS, HIGHWAY 97 FERRY, INC., an Oregon corporation, has by agreement contracted to provide such ferry service in accordance with the terms and provisions of Agreement dated March 7, 1960, to which reference is hereby made,

NOW, THEREFORE, the BOARD OF COUNTY COMMISSIONERS, KLICKITAT COUNTY, WASHINGTON (hereinafter referred to as the "Grantor"), being fully advised in the premises, and pursuant to the authority granted it by law, does hereby grant (subject to the restrictions, limitations and conditions hereinafter set forth) unto the said HIGHWAY 97 FERRY, INC., (hereinafter referred to as Grantee), the following rights and privileges:

(1) Said Grantee is hereby granted a license to utilize the county road, now or hereafter constructed between any public highway or county road on the one hand and the north shore of the Columbia River on the other for the purpose of permitting ingress and egress of patrons of the said Grantee to the ferry landing referred to hereinafter;

(2) The Grantor agrees that when the easements it is now in the process of securing for the purpose of constructing a road down to the ferry landing referred to hereinafter have been procured,

that it will assign to Grantee (or permit Grantee to utilize as a contracting party with the Grantor) so much of the rights as shall be granted under said easements as may be necessary for the Grantee's purposes in conducting a ferry operation from the site near Maryhill, Washington; and provided further that the Grantor further agrees that so long as the Grantee shall comply with the terms and provisions of this instrument that the Grantor will not grant to any third parties any similar right or rights under said easements so as to permit such others to establish a paralleling ferry operation.

(3) The Grantor has or will construct a ferry landing, wharf and/or dock near Maryhill, Washington pursuant to plans and specifications heretofore prepared, to which reference is made, and, pursuant to the authority contained in RCW 36.53.150 hereby grants an exclusive permit to the Grantee to use the ferry landing, wharf and/or dock.

The grants contained herein shall, however, be subject to the following restrictions, limitations and conditions; to-wit:

(A) The rights, privileges and licenses herein granted shall terminate absolutely upon the happening of any one or more of the following contingencies:

(a) If the Grantee fails to inaugurate a ferry service as aforesaid on or before December 31, 1960, or, if after having inaugurated said service, fails to provide safe, adequate and proper ferry service to the public; provided, however, that a cessation of ferry service operation by reason of Acts of God or inclement weather, and temporary suspensions of service for the purpose of maintenance or repair of the ferry equipment shall not be deemed a breach of this subparagraph;

(b) If and when a bridge across the Columbia River should be constructed by any public authority within two (2) miles above or below said ferry operation but the termination of the rights, privileges and licenses granted herein shall not be effective until and unless the said bridge shall have been placed in operation; and

(c) If the said ferry operation should be forced to discontinue operations by reason of any statute, rule of law or regulation promulgated by any paramount public authority.

The grants contained herein shall expire at midnight on the fifth anniversary date of this instrument unless extended for a further period by the Grantor, or unless earlier terminated pursuant to the provisions of Paragraph (A) set forth above. Nothing contained herein shall be deemed to entitle Grantee to an award from any public body in the event the rights, privileges and licenses set forth herein are condemned or appropriated by right of eminent domain, and Grantee expressly waives any claim to compensation by reason of a termination of said rights, privileges and licenses under subparagraph (b) of Paragraph (A) above relating to the construction of a bridge across the Columbia River.

DATED this 7 day of March, 1960.

By_____

By_____

By_____

BOARD OF COUNTY COMMISSIONERS,
KLICKITAT COUNTY

I-80N-3(39) The Dalles-Fifteenmile Cr. 1963
81 Sec., Columbia River Hwy.
16348 Stone base, Cil., Pav. & Lign.

RECEIVED
APR 28 1967

6-48

.BNM

CON BND TDL 73 4-26-67 1.13 PM

F D MORGAN
O B JACKMOND

Cont #6348

FENCING AT THE SHAMROCK IN THE DALLES HAS BEEN COMPLETED.

J F PUTNAM.
LD
17.37.

Gordon Brooks, B.P.R, viewed this installation April 25, 1967, and seemed to be satisfied that B.P.R. would accept same. Finalizations of project should be completed

C-L. H. Young

RECEIVED
APR 27 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20X—50M—2-66 SP°23500-734

FOR

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 12, 1967

To: Mr. L. H. Young
Office Engineer

SUBJECT: State of Oregon vs.
U. S. National Bank of Portland
L-3923 R-32302
The Dalles By-Pass Section
Columbia River Highway

B u i l d i n g

The above file involves the taking of access adjacent to an off-ramp to the Freeway (I 80) adjacent to the Shamrock Cafe and it will be west of The Dalles. As a part of the construction plans a fence was to be erected between the property and the off-ramp.

This taking which has been under condemnation for an extended period of time has now been concluded. After a hearing before the Court a final judgment has been entered and the compensation assessed has been paid. It is, therefore, appropriate at this time that the erection of the fence in accordance with the construction be completed.

As I understand the situation you should be able to final out the project with the entry of this judgment.

G. E. ROHDE
Chief Counsel

GER:hg

cc - Mr. J. Robert Patterson
Mr. D. H. Mechring
Mr. W. H. Rankin
Mr. F. D. Morgan
Mr. F. B. Elsbee
Mr. R. L. Porter

RECEIVED
NOV 22 1966

Form CB-11 (11-03) (Prcs. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 19, 1966

In reply refer to: 08-35-DA

A. W. Parsons

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

Rohde
Marson
Klebe
11-21-66

SUBJECT: Oregon Projects I-80N-3(21)81, I-80N-3(49)82
The Dalles Section
Parcel 32302 - U.S. National Bank

Access and the temporary guardrail encroachment issues pertaining to Parcel 32302, U.S. National Bank, have been discussed between our organizations for some time. Because the issues have not been resolved between the State and property owner, the accounts for projects I-80N-3(30)81 and I-80N-3(43)81 could not be closed since the encroachment allows parking on the right of way in direct violation of the access control requirements.

We realize that your action had been delayed somewhat pending our final determination as to the applicability of paragraph 6k of PPM 21-4.1(3) which was furnished in our January 31, 1966 memorandum. Also we have been aware of and appreciative of your organization's effort in attempting to reach a settlement with the property owner outside of court actions. Substitution of a portion of the State Highway Maintenance site land in lieu of any access damages was refused by the property owner-U.S. National Bank, and also the property owner did not place a bid for this land when the opportunity for bidding was opened to the public.

Since a mutual agreement could not be reached, we are pleased to be advised that you have decided to discontinue any further negotiations for settlement and allow your condemnation action to come up for trial. This action will preclude the necessity of reducing the project agreement amount to defer further progress payments under the current billing procedure for the paving contract now underway. However, if for some reason a judgment will not be readily reached, we can see no other alternative but to have a fence erected on the northerly, right of way boundary of the parcel and wait for a filing of an inverse condemnation action by the property owner. At least if a fence is erected, the encroachment of vehicles parking within the right of way will be eliminated and the accounts for Projects I-80N-3(39)81 and I-80N-3(43)81 could be closed.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

orig to Young
11-22-66

RECEIVED
AUG 25 1966
FOR FILING

August 24, 1966

Mr. Glenn L. Jackson, Chairman
Oregon State Highway Commission
c/o Pacific Power & Light Company
216 West Main Street
Medford, Oregon 97501

Dear Mr. Jackson:

Re: State of Oregon vs. U. S. National Bank of Portland, Oregon
L-3923 R-32302
The Dalles By-Pass Section
Columbia River Highway

In constructing the freeway through The Dalles it has been necessary to comply with federal regulations to close the access and fence the right-of-way line between what was the Columbia River Highway and a night club known as the Shamrock Cafe. No new right-of-way is required but, after the fencing of the right-of-way, access to the cafe will only be from an adjoining side street.

Title to the cafe property is in the United States National Bank, as trustee for certain beneficiaries under a trust. The matter is in litigation and is one of our oldest pending cases. The owners have demanded $40,000, with State appraisals at $10,000. A settlement was approved by the Commission, subject to Bureau of Public Roads' approval at $11,000. Such approval, however, has not been forthcoming. The Bureau has insisted that it will not participate in damages arising out of access control when reasonable alternate access is available and it points to the adjoining side street as providing reasonable access.

The Shamrock Cafe lies adjacent to the old maintenance site of 2.87 acres which has been the subject of considerable discussion with the City of The Dalles. The City, as you recall, desired that the Commission convey the maintenance site

to the City for nominal consideration so it could, in turn, exchange it to the bank for other property adjacent to its park. Nothing further has been heard from the City since my letter to Mayor Skirving explaining the Commission's policies in disposition of properties no longer needed for highway purposes.

Meanwhile, the bank has indicated a willingness to settle the pending case in exchange for one acre of State's excess land, which is to be used for parking for the cafe. Our appraisals indicate an acreage value of $10,000 per acre which would approximate the State's appraisal of the damages. The bank has also expressed an interest in acquiring the remaining 1.87 acres at appraised value providing it can secure a tenant for the same. It is presently in negotiation with such a possible tenant.

It is recognized that you and Mr. Simpson are members of the Board of the United States National Bank. However, the bank does not stand to profit or lose from this transaction. It is acting as a trustee for an estate and any profit or loss would accrue to the truster.

Instruction is requested with respect to our further negotiations with the U. S. National Bank on the settlement of this litigation premised on transfer of all or a portion of the excess property.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: R. L. Porter
F. B. Klabee
Victor D. Wolfe

(Legal) bg

RECEIVED
AUG 24 1966

FORM E-30X—50M—12-63 84677

Porter

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1966

To: Mr. G. E. Rohde
Chief Counsel
Office

SUBJECT: State of Oregon
vs.
U.S. National Bank of Portland
Case No. 10212
Our file L-3923 R-32302
The Dalles By-Pass Section
Columbia River Highway

At the request of Mr. Porter, Mr. Haskin and the writer met with the City Engineer, City Manager, Mayor and at least five of the Dalles City city counsel on Monday, June 13, 1966, at Dalles City. Purpose of our visit was to ascertain the needs of the city and the possible disposition of the above-entitled case with respect to our eminent domain proceeding in which we are attempting to take all access from the Shamrock Club to the leg of the interchange of the Columbia River Highway. The City owns certain lands situated easterly of our taking upon which they operate a city natatorium. Immediately westerly of their holding is some land owned by the Historical Society upon which from PWA funds a monument was started to commemorate the Lewis and Clark expedition. This has never been completed. Immediately west of the Shamrock Club we own 2.77 acres upon which we operated our maintenance site. Immediately westerly of our land is a parcel owned by Dalles City which is unimproved but fenced and contains approximately 2.87 acres. The Shamrock Club is owned by the U.S. National Bank as trustee for the Thompson estate. In addition to the Shamrock Club they own a motel site and certain extensive, unimproved property situated southerly and easterly of the Shamrock Club. A short city street fronts the Shamrock Club on the east and furnishes access by private road to their old motel existing on the southerly portions of their holdings.

This file is our oldest condemnation file. We originally offered $8,000.00 for the purchase of the access rights. At a later time we proposed a settlement of this controversy for $11,000.00. Our most recent appraisal review dated July 1, 1965, by Mr. Snell, is at $10,000. The Bureau of Public Roads refused to participate in the settlement of this case upon the basis of PPM 6k, advising us that the property had reasonable access by means of the city street existing along the easterly edge of the Shamrock Club. They further advised us that they would not accept this section of the highway as completed in accordance with federal standards until such access was controlled by placing a fence along the front of the Shamrock Club.

Our old maintenance site was determined to be excess property

available for sale. We at first offered it to the county who, I am advised, at one time thought that it was a desirable site for a new county jail. This aroused the interest of the U.S. National Bank as trustee for the Thompson estate for they thought that the placing of a jail on this property would be an important depreciating influence on their holdings. The county has since abandoned the site for such use and advised us that they were not further interested in acquiring this property.

The City has indicated a desire to add to their holdings immediately south of their property upon which they operate a swimming pool. It is their present intention that this property be developed for a park which would be used substantially by the traveling public as well as citizens of Dalles City.

Dalles City owns approximately 2.87 acres situated immediately westerly and adjoins our maintenance site. The bank is willing to accept one acre of our maintenance site as compensation for the taking of access from the Shamrock Club. In addition to this, and as a part of the same transaction, they desire to transfer to the City approximately 4-1/2 acres of land adjoining the pool which will be used for park purposes as hereinabove mentioned. The City would then be anxious to acquire from us the remainder of the maintenance site which together with their holding of 2.87 acres westerly thereof they could combine and transfer to the bank in trade for the piece of property adjoining the pool.

Our maintenance site was originally appraised by Kolberg for $34,000.00, but a recent revision of his appraisal indicates that his opinion is now $28,000.00. The bank has furnished us with an appraisal of our maintenance site made by Ralph Walstrom, Property Counselors, Portland, Oregon, in which he indicated on May 11, 1964, his value of the site to be $10,000.00. He did indicate, however, that this property would have a special use value to the Thompson estate, the adjoining owner, and if added to their holding it would have a value of $14,000.00. Mr. Jean Ewen, of our appraisal department, is now working on a review of the appraisals of the maintenance site based on an independent investigation and the appraisals of Walstrom and Kolberg. Our maintenance site is now a landlocked parcel. I might say that from my personal observations, all three of the parcels involved (that is our maintenance site, the City holdings and the parcel desired by the City next to the pool) contain heavy outcroppings of volcanic rock which will require extensive and expensive clearing before these properties can be utilized for any commercial or recreational use. The City Manager advised me that the estate's insurance carrier had cancelled their coverage of such properties due to extensive

claims from blasting. The City Manager also advised that it would be impossible to clear these properties without blasting and that they could not be ripped.

The Mayor advised that he had discussed this acquisition with Governor Hatfield and Commissioner Fridley and was going to discuss it further with Chairman Jackson. I advised the Mayor and the City Manager that if we could settle our litigation with the bank for the taking of access through the transfer of one acre of property to the bank, that this would leave 1.77 acres for acquisition by the City; that our appraisal of such property would probably be at about $16,000.00 and that under the present policy of the Commission this property could be transferred to the City with a restricted public use clause in the deed for $8,000.00. The City is also desirous of having a provision in the deed that if at any time in the future they wish to remove the restriction clause they could do so upon the payment of an additional $8,000.00. At the present time the Mayor is going to talk to Chairman Jackson in an attempt to acquire the 1.77 acres for a lesser sum than $8,000.00. The bank is willing to settle the Shamrock Club access case by deeding them one acre of ground providing that they acquire the remainder of our maintenance site, together with the City's holdings and an equal exchange with the City of the property adjoining the City pool.

The bank and the City are willing to enter into escrow arrangements so that 1.77 acres of the property acquired by them next to the pool would have a restricted public use clause in their deed running to us.

I assume we will not hear anything further until such time as the Mayor has had an opportunity to discuss this with Chairman Jackson. If you have any further questions at this time, please advise.

I am attaching a map indicating the different holdings hereinabove mentioned.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap
Attch

cc Mr. R. L. Porter
Mr. W. H. Haskin

8B-10-19

400' Sp.
S=6°00'
a=0.75

3° C.L.
TΔ=35°40'
Ts=815.47'

Lot 9

2275+89.16 P.S.C.

2263+78.03 P.C.S.

Edwar
12

COLUMBIA RIVER HIGHWAY

King Bldg. Supply

Empire Equipment

Cafe

P.S.

400' Sp.
S=6°00'
a=0.15
F.G. Mouser et ux
123 - 378
2287+78.05 P.T. Bk =
2287+78.11 P.O.T. Ah =
101-379
132-233
132-231
Richard F. Brace Et Ux
101-379
Edward J. Geiger
127-40
Shop
92-361
No.
No.
6.
93-135
30591
30554
Bldg.
88-177
Dalles City
77-85
2293+70.39 P.O.T.
Exist. Hwy. 915+26.74

N. 709,000
E. 1823,000

NORTH LINE METHODIST MISSION D.L.C.

Port of The Dalles
109-205

Pacific Power & Light Company
(Easement) 125-195

Exist. HWY.

30555
1
0.89 AC.

2300

Dalles City
93-597

2.2 AC Lt.

3.56 AC.
26254
2

150'

150'

130'

100'

2295

S. 80° 12' 30" E.

0.73 AC Lt.

30557

0.7 AC

N 88° 45' 30" E

Mid - Columbia Terminal
126-195

U.P.R.R.
58-375

30557 (1)

2310

1.2 Ac.

7.5 Ac. ±

Access Control Line 2

±83.10

5.4 Ac.

30556

150'

2305

555 (1)

.39 Ac.

4 3

T.2 N., R.13 E., W.M.

0.19 Ac.

30555 (2)

T.1 N., R.13 E., W.M.

100'

110'

0.7 Ac.

557

0.15 40 Ac.

33 34

Port of The Dalles
109-205

Deed P-249 A
~~F.F. Thompson~~
~~86-439~~

N. 70 E. 1822

+83.10

2311+95.87 P.I.
N. 707,884.75
E. 1,824,320.32

+93.38

+00

30557
1.2 Ac.
(1)

2310

110'

2315

150'

30557
6.4 Ac
(2)

100'

90'

Northwest Liquefied
(Lease)

Tank

Bldg.

U.P.R.R. Bldg.

4 3

(2)

Texas Co.
Bulk Plant
(Lease)

Oregon Railway & Navigation
J-755

The Dalles Natural
Gas Co. Storage Tanks
(Lease)

Mill Creek Tunnel

+83.10 P.S.C.

2+93.38 P.C.S.

Empire Equipment

Cafe

Ruby Christensen
107-427

Service Station

58.47 P.S.

2.1 Ac. Lt.

100-275
Interstate Tractor & Equipment Co.

Shop

0.02 Ac.
30541

P.S.C. Sh.

Loading Platform

0.05 Ac.

3.4 Ac.

30543

Muller

126-53

30539

2275

open Shed

58.47 P.S.C.

2.1 Ac. Lt.

30542 0.3 Ac.

100'

2280

Deed RW 15438
B. 129 - P. 750

Extg. R.W. ℄
See 78-6-18

2280+04.63 P.I.
N. 708,434.67
E. 1,821,134.19

Pacific Tel. & Tel.

J.G. Scherrer
107-173

Barn

Barn

Ho.

Ho.

Ho.

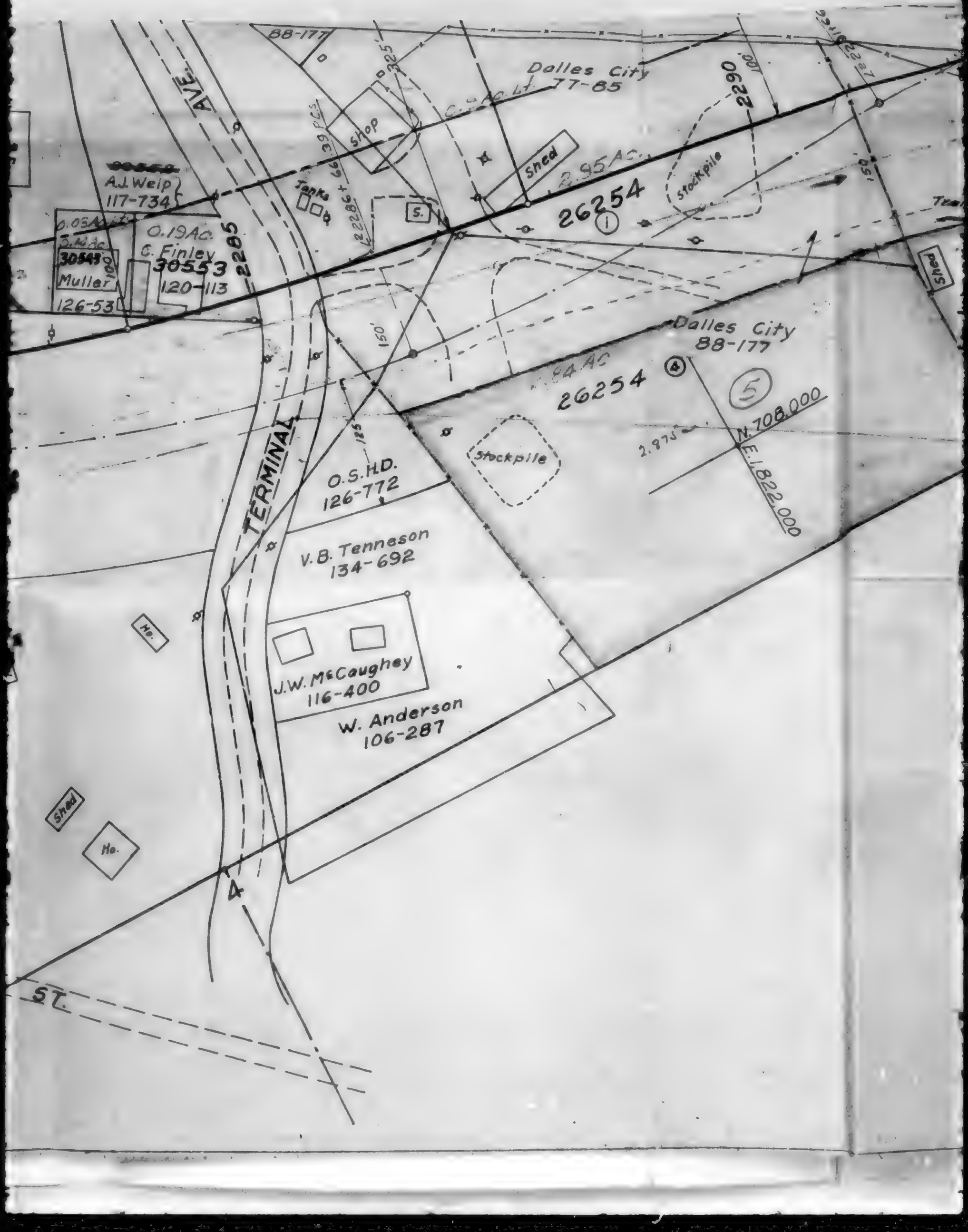
Ho.

Shed

S.

S.

WEST 6TH. ST.


88-177
Dalles City
77-85
AVE.
A.J. Welp
117-734
0.03Ac.
0.19Ac.
C. Finley
30553
120-113
30543
Muller
126-53
2285
2290
325'
39 PCS
Shop
Tanks
Shed
2.95Ac.
26254
1
Stockpile
150'
Shed
Dalles City
88-177
.94Ac.
26254
4
5
N. 708,000
E. 1822,000
2.97J
Stockpile
TERMINAL
185'
O.S.H.D.
126-772
V.B. Tenneson
134-692
Ho.
J.W. McCaughey
116-400
W. Anderson
106-287
Shed
Ho.
4
ST.

N 66°45' 30" E

22.27

150

(1)
1.54 ac.

See IR-1-352

Sold to F.F. Thompson

32.30 & 62 ac.

(4)

Radio Transmitter

State Highway Maintenance Office

(2)

State of Oregon
86-283
Deed M-78

Shed

Shed

Deed P-249A

86-439

~~F.F. Thompson~~
~~86-439~~
Deed P-249A

See IR-1-117

3

2.92 ac.

Monument

Deed P-249B
See IR-1-117

2304+83.10 P.O.S.

Dalles City
58-395

U S Nat Bank

d/h 02

2310+83.10 P.

3° C.R.
Ta = 24° 18' 30"
Ts = 712.77'

2312+93.3

600' Sp.
S = 9° 00'
a = 0.5

600' Sp.
S = 9° 00'
a = 0.5

The Dalles Chamber
of Commerce
125-708

MILL CREEK

N. 707,000
E. 1,824,000

RECEIVED
FEB 3 - 1966

Form 1-63
(1-63)
(Prev. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 31, 1966

In reply refer to: 08-35.7

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-3(21)81
The Dalles Section
Parcel 32302, U. S. National Bank

Please refer to Chief Trial Attorney J. Robert Patterson's letter of January 26, 1966 which requests that we set forth the reasons why the subject property has reasonable access after the State fences its northerly boundary. This case falls under the purview of paragraph 6k of PPM 21-4.1(3) dated October 17, 1963 which states in part ".....nor will Federal funds participate in payments made for loss or impairment of access so long as the landowner retains or is furnished reasonable access to an existing public highway, to a frontage road, or to any other part of the public highway system. Reasonable access shall be determined in all cases without regard to circuity of travel or diversion of traffic within the public highway system."

This case was referred to the Office of Right of Way and Location in Washington, D. C., and we advised you by letter dated September 22, 1965 that the subject acquisition was a 6k case and that loss in value was directly the result of circuity travel and therefore not eligible for Federal reimbursement. We attach a copy of our previous letter.

Inasmuch as access control is necessary to this off ramp and our approval of the constructions plans included access control, the State must acquire same either under eminent domain proceedings or the police power, whichever is consistent with State law. However, Federal funds cannot participate in such costs as it comes under the provisions of paragraph 6k.

Enclosure

REFERRED TO
Roble, Patterson, Mocking
Young Mason 2-2-66
BY ASST. STATE HWY. ENGR.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
FEB 3 - 1966

Form DOT-1 (1A-63) (Prev. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 31, 1966

In reply refer to: 08-35.7

FROM : A. W. Parsons
A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-3(21)81
The Dalles Section
Parcel 32302, U. S. National Bank

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Enclosure

REFERRED TO
Roble, Patterson, Inselring
Young Mason 2-2-66
BY ASST. STATE HWY. ENGR.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 29 1965

Form CO-12 UNITED STATES GOVERNMENT
(11-63)
(Proc. by
A.O. 206-10)

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 22, 1965

In reply refer to: 08-35.7/410.91

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-3(21)81, The Dalles Section
Parcel 32302, U. S. National Bank

Please refer to Chief Counsel G. E. Rohde's letter of August 27, 1965 requesting our approval and participation in a right of way settlement of $11,000, covering the acquisition of access control from the subject parcel.

The subject acquisition falls under the purview of paragraph 6k of PPM 21-4.1(3) in that the loss in value was directly the result of circuity of travel, and therefore not eligible for Federal reimbursement.

The city street constitutes a part of the public highway system, and the abutting owner has no property right in any particular public highway or the flow of traffic thereon. His property right is that of reasonable access to the public highway system and the decline in value, if any, of his property, occasioned by the change in access is not compensable for Federal reimbursement. The reduction in value of the property, if any, is due to its initial improvement in that the enforced control of access now precludes a continued encroachment on the right of way for parking purposes.

orig. to Rohde 9-24-65
copy to Young
9-29-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Negative

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: July 7, 1965

In reply refer to: 08-35.7

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
Acting DivisionEngr.

SUBJECT: Oregon Project I-80N-3(21)81
The Dalles Section
Parcel 32302, U. S. National Bank

We have reviewed the State's review appraisal of $10,000, which was based upon the fee appraisal of Mr. Elmer Kolberg in the amount of $10,000, covering the above-mentioned property. The appraisal evidently includes damages for the loss of direct access to the highway, and includes the capitalization of loss in income covering a small restaurant which lies just west of the Shamrock Cafe.

Inasmuch as this property will continue to have access to a roadway that joins the existing highway at the east end of the property, it evidently has reasonable access and therefore Federal funds could not participate in the damage payment on the basis of paragraph 6k of PPM 21-4.1, dated October 17, 1963.

There is some question as to whether or not there will be adequate access on the property to the parking area that lies west of the Shamrock Cafe. From the photographs in the appraisal it would appear that traffic can move between the building and the present right of way line. From present-day photographs it appears that the property owner is making use of part of the State's property for a parking area west of his building. There is also a wide difference of opinion between the appraisers as to the cost of restoring access to this area if such restoration is justified. The information in the Kolberg appraisal and the review appraisal is insufficient to justify any Federal participation in the cost of removing rock outcroppings to provide an additional access way to the westerly portion of the property.

REFERRED TO
Morgan
ST. AID. STATE HWY. ENGR.
7-12-65

OFFICE OF
STATE HIGHWAY ENGINEER

Orig to Roehrig
7-9-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 31 1966
FOR FILING

6348

October 20, 1966

The Honorable Norman R. Howard
State Representative
5230 S. E. 37th Avenue
Portland, Oregon 97202

Dear Mr. Howard:

In line with our conversation on Wednesday, this is a short history of the construction on The Dalles Bypass on Interstate 80N.

The original grading contract, No. 6180, was performed by R. L. Houck Sons' Corporation and was completed on December 18, 1963. This work involved the construction of a roadbed embankment along the edge of the Columbia River in areas of some unstability. While Mr. Houck was a million dollars below the second bidder, he did perform the work successfully and, I understand, with a profit to himself. As I recall, this was possible because he made use of hydraulic filling which the competitive contractors had not considered.

Because of the unstable nature of the general area, it was felt desirable to construct a temporary surfacing with the idea being that after traffic had used the facility for a time and embankments and the areas thereunder had stabilized, a permanent high-type pavement would be constructed. The surfacing, or temporary paving (which consisted of a penetration oil mat), was done by Rogers Construction Company under Contract No. 6348 and was completed on July 16, 1964.

The permanent surface, which consists of standard portland cement concrete pavement, was contracted on May 11, 1966, to Peter Kiewit Sons' Company, Contract No. 6829, and is still under construction. All of this work was done with the approval and concurrence of the Federal Bureau of Public Roads and they are participating in the cost on the ratio of 92.25 percent Federal, 7.75 percent State.

The construction of a temporary wearing surface in areas of unstability is not an unusual procedure. We have

recently done the same thing on sections of Highway 42 in Coos County and on sections of the Oregon Coast Highway in Curry County. This eventually results in an over-all facility that is likely to last for a period of quite a few years.

The contractor on the concrete paving job now underway had the misfortune on the first day or two of work of laying some pavement that was not up to specifications. This does not mean that the pavement was not structurally sound but due to a new crew, warm weather, and a strong east wind, it set up so rapidly that he could not prepare the proper finish. It was necessary that he remove about 18 panels, which was done at the contractor's expense. The area has now been repaved in a manner that meets specifications.

We have had many inquiries regarding this job and I think they probably come about from not having a full understanding of all of the factors involved. This state makes use of portland cement concrete pavement on the Interstate where its cost can be justified and concurrence of the Bureau of Public Roads can be obtained. It is true that on I-80N most of the mileage is asphaltic concrete but we do have a section about ten miles in length at Huntington now under construction that is portland cement concrete and expect to have some more west of Pendleton in the next year or two.

If you desire any further information or if there is something about this statement that is not clear, please let me know.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ma

cc Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
R. B. Sipprell
J. F. Putnam

6345

6339

I-80N-3(39)81

6-45

A

RECEIVED
APR 15 1966
FOR FILING

6348

618

April 14, 1966

Mrs. Maude R. Caldwell
209 East 8th Street
The Dalles, Oregon

Dear Mrs. Caldwell:

Reply is made to your letter of March 28 regarding filling of creek bed and possible flooding of your property.

This matter was referred to Mr. J. F. Putnam, Division Engineer in Bend, and has been discussed with Judge Hunt of Wasco County seeking a satisfactory solution to the problem.

This Department has been advised that Judge Hunt will contact you and try to work out some satisfactory arrangement with you. As this road is under the control of Wasco County, this approach to a solution of this problem seems logical.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. E. Klabee
Assistant State Highway Engineer

cc: The Honorable James A. Hunt
Wasco County Judge

bc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
J. F. Putnam

FDM:fp srb

3123

MAR 25 66

The Dalles Oregon
Mar 22 1965.

Mr Torrest Cooper
State Engineer Office
Salem Ore.

Dear Sir

I am writing to you in regard to a road project on Tower fifteen Mile creek road that I ~~was~~ understood was done by the State & County funds When they done the work thru my place they filled $\frac{2}{3}$ of the orginal creek bed so that the channel is so narrow that when the creek rises it will not be able to contain the excess water but will endanger several acres of rich bottom land on my place We have spent around $800 every year for the past 4 years trying to protect this land by rip rapping the creek banks. We have protested ~~con~~ repeatly to the county engineer also to the contractor and the County officials and so far nothing has been done. But should be attended to before the snow melts in the mountains. If this comes under your jurisdiction please give this your earliest attention

Sincerilly
Mrs Maude Berningson Caldwell
209 East 8 St.
The Dalles
Oregon

Porter

Walker

Routing

Morgan 7/7

Docker

Bond

Barbee

Walker

RECEIVED
MAR 29 1965
CONSTRUCTION

E

Litchfield

Olson

REFERRED TO
Morgan
BY ASST. STATE HWY. ENGR.

FORM E-30 50M 2-65 SP°6470-724

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 1, 1966

393 K

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

SUBJECT: Assignment No. 393-FBK
A. W. Parsons, BPR

Please be advised that the illegal access to The Dalles City Dog Pound has been removed and relocated outside the access control limits. The Dalles City has moved their fence ten (10) feet.

This satisfies the second paragraph of letter from Mr. A. W. Parsons dated January 25, 1966. Office Engineering will notify the Bureau of Public Roads.

F. D. Morgan
Construction Engineer

FDM:fp
Enc.
cc L. H. Young
J. F. Putnam

RECEIVED
JAN 27 1966
FOR FILING

Form CD-121 (11-63) (Prea. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 25, 1966

In reply refer to: 08-35.5

FROM : R. W. Parsons
R. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Projects I-80N-3(46)81, I-80N-3(43)81, I-80N-3(39)81
Final Acceptance

We have received requests for final acceptance for subject projects covering paving, landscaping and illumination work in The Dalles area.

Final acceptance of project I-80N-3(46) is contingent upon removal of the dog pound access opposite approximately Station 2262.

Final acceptance of the others will be contingent upon the above plus closing of R/W file 32302, project I-80N-3(21)81. Acceptance of the completed contract work on project I-80N-3(39)81 was given July 14, 1964, and project acceptance pending since that date.

Your early attention to this matter will be appreciated.

REFERRED TO
Young - Morgan
BY ASST. STATE HWY. ENGR.

Morgan - Please brief me on the status of this.

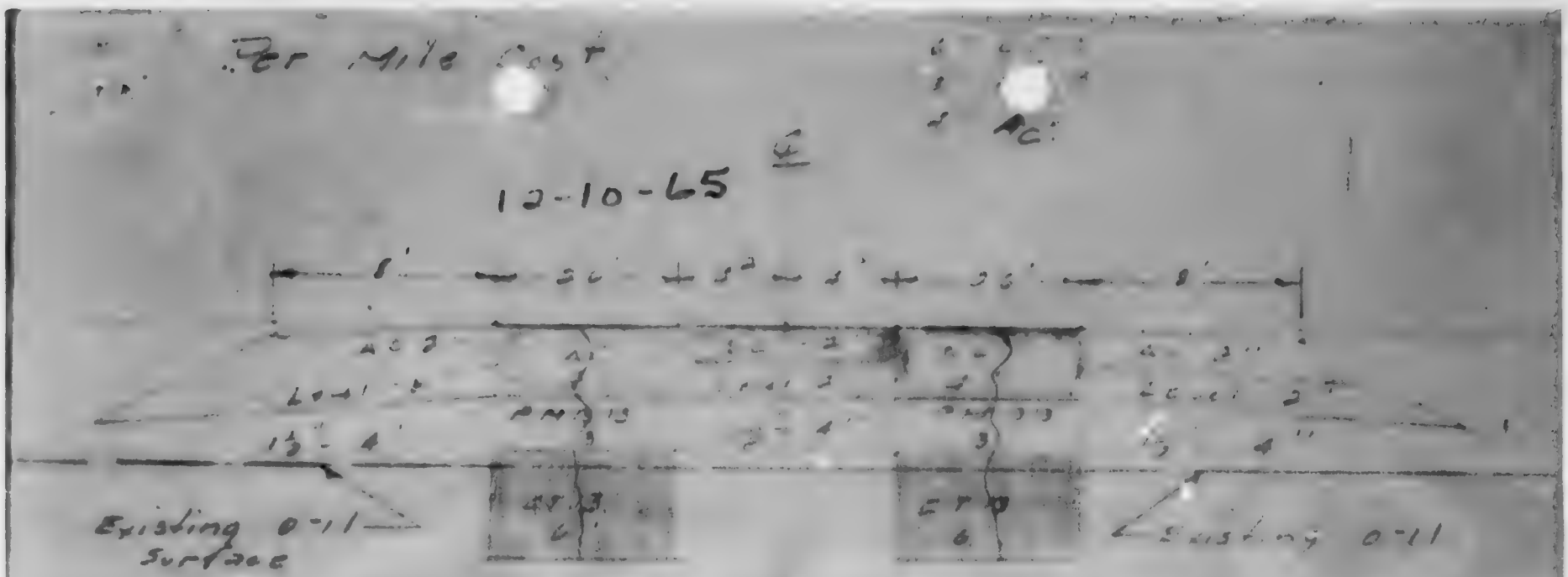
1-27-66

RECEIVED
JAN 28 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Fifteen Mile Cost

12-10-65



Cement (5%)	427 tons	@	21.50	— 9,180.50
Manipulation (6" base on old w)	20,506 sq yds	@	0.30	— 6,151.80
1½" - 0	— 4,107	@	.97	— 5,578.79
¾" - 0	— 4,124	@	1.94	— 8,326.16
Sprinkling	— 217	@	2.50	542.50
RMS3	— 5,144	@	5.09	25,440.64
AC (Final Asphalt)	8,367	@	5.31	44,463.91
				113,209.40

NOTED
F. B. KLABOE

Please add to Base Design for
The Dalles - Fifteen Mile Creek Section

Existing Conditions

Per Mile Cost

1966 Atlas Precast Spade @ 1200

PCC (Std mesh cost)	2400 Sq yds	@	$34,800.00
1½"-0	1200 Tons	@	4,878.00
¾-0	2415	@	4,805.85
Sprinkling	33 Mgals	@	297.00
AC (Final Asphalt)	1926	@	1,443.75
	Install cost		$86,225.72

GRADE C

$86,225.72 (Total Cost per)

Price per

Form E-80—11M—1-64

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

Project	The Fallen-Fifteen Mile Creek	Prefix No.	
Highway	Ore. Riv.	County	
Contractor		Contract No.	F. A. Project No.
Submitted by	J. . Miller	Date Reported	

REPORT ON SAMPLE OF

Source of material	Fr m ex t r. surfac m-base : Indicated stat on - lane 10- -L		
Sampled or inspected at	r dway		
To be used	treated base	Date received	November 1..
Sampled or inspected by		Quantity represented	

TEST RESULTS

Laboratory No. 25(2)

Data Sheet No. None

mple No.	1-A	1-B	1-C	2-A	2-B	2-C	3-A	3-B	3-C
tation	3+14.60	3+14.60	3+14.60	2360.90	2360.90	2360.90	2362.10	2362.10	
nes d rection	E.B.	E.B.	E.B.	E.B.	E.B.	E.B.	E.B.	E.B.	
e sampled	Rt.	Rt.	Rt.	Rt.	Rt.	Rt.	Lt.	Lt.	
el track	Outside	Outside	Outside	Outside	Outside	Outside	Outside	Outside	
eel track ieir.	4"								
aterial sampled	Oil Mat.	Cr.Rock	Cr.Rock	Oil Mat.	Cr.Rock	Cr.Rock	Oil Mat	Cr.Rock	
epth	0-1 3/4	1 3/4"-4"	4"-6"	0-2	2"-4"	4"-6"	0-2"	2"-4"	4"-6"
retained 3/4	0.0	0.2	0.5	0.0	0.0	0.0	0.0	0.1	0.3
" 3/4	28.4	12.7	14.4	23.2	16.7	11.9	28.5	2.1	2.7
" 20	27.5	31.1	30.2	33.1	34.1	31.1	26.1	31.2	44.2
" 20	19.4	26.3	27.7	16.1	25.1	28.9	17.7	33.5	27.7
passing 20	24.8	29.2	27.1	19.7	23.1	16.1	26.1	27.4	25.2
retained 40	10.1	13.2	15.1	10.5	14.1	13.3	8.5	15.2	20.1
" 200	4.8	6.3	6.3	4.5	4.1	6.3	4.2	7.6	6.5
passing 200	3.7	5.1	5.7	4.3	4.9	7.0	3.9	4.7	6.5
sphalt content	6.1			6.8			7..		
nit wt.loose		102.3	104.7		108.0	108.4		106.5	105..
nd equivalent		67.5	59.0		69.2	45.0		71.9	
..L-P.I.		20-0	20-0		20-0	20-0		20-0	20-0

Material as represented by this sample (does) (does not) comply with specifications.

TEST REPORT DISTRIBUTION:

Bureau of Public Roads
3x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Putnam
Resident Engineer
Dist. Maint. Supt.
Foreman
2x Files
xGeology & Soils

Engineer of Materials

Form E-88—11M—1-64

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

Project The Dalles - Fifteen Mile Creek **Prefix No.** 5015-900

Highway **County**

Contractor **Contract No.** **F. A. Project No.**

Submitted by J. E. Wilson **Date Reported** November 15, 19

Page 2 of 6 pages

REPORT ON SAMPLE OF OIL MAT SURFACING AND BASE AGGREGATE

Source of material from existing surfacing-base as indicated station-lane 10-7-65

Sampled or inspected at roadway

To be used treated base **Date received** November 12, 19

Sampled or inspected by **Quantity represented** surface to depth

TEST RESULTS

Laboratory No. 75[illegible]

Data Sheet No. None

Sample No.	4-A	4-B	4-C	5-A	5-B	5-C
Station	24[illegible]+00	2400+00	2399+00	2391+30	2391+30	2391+30
Lanes direction	W.B.	W.B.	W.B.	W.B.	W.B.	W.B.
Lane samples	Lt.	Lt.	Lt.	Lt.	Lt.	Lt.
Wheel track	Outside	Outside	Outside	Inside	Inside	Inside
L.T. depression	1/16"			3/4"		
Material sampled	Oil Mat	Cr.Rock	Cr.Rock	Oil Mat	Cr.Rock	Cr.Rock
Depth	0-1 3/4	1 3/4"-4"	4"-6"	0-2"	2"-4"	4"-6"
% Retained 1"	0.0	0.0	0.0	0.0	0.0	0.4
" " 3/4"	21.9	4.6	8.9	13.1	4.4	12.2
" " #4	31.9	38.0	25.6	35.1	34.4	30.1
" " 10	17.4	27.9	27.7	24.2	33.3	29.3
" passing 10	21.3	29.5	37.8	20.3	27.9	28.0
" retained 40	10.9	15.9	19.2	11.5	17.4	18.6
" " 200	5.2	7.4	10.4	5.2	6.5	6.0
" passing 200	5.2	5.2	8.2	3.6	4.0	3.4
Asphalt content	7.6			7.3		
Unit wt. loose		102.3	106.0		99.0	102.4
Sand equivalent		64.1	52.4		38.0	38.1
Fric.-R.A.		22-C	21-C		19-C	18-C

Material as represented by this sample (does) (does not) comply with specifications.

TEST REPORT DISTRIBUTION:

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O. A. White

Engineer of Materials

Form P 66 HM-101

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

Project
Highway
Contractor
Submitted by

Contract No.

Prefix No.
County
F. A. Project No.
Date Reported

REPORT ON SAMPLE OF

Source of material
Sampled or inspected at
Tested
Sampled or inspected by

Date received
Quantity represented

TEST RESULTS

Laboratory No.
Data Sheet No.

Material as represented by this sample (does) (does not) comply with specifications

TEST REPORT DISTRIBUTION

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Form E-08- UM - C-64

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

Project	The Dalles-Fifteen Mile Creek	Prefix No.	
Highway		County	
Contractor	Contract No.	F. A. Project No.	
Submitted by	J.E. Wilson	Date Reported	

REPORT ON SAMPLE OF

Source of material	[illegible] aggregate from plant on [illegible]
Sampled or inspected at	[illegible] 5
To be used	Treated base
Sampled or inspected by	
Date received	
Quantity represented	

TEST RESULTS

Laboratory No.

Data Sheet No. None

[illegible] treatment

([illegible] mat, 5- [illegible]" base r[illegible], 5-[illegible]

retained 1/4 - 1.[illegible]

[illegible] - 5.[illegible]

[illegible] - [illegible].[illegible]

[illegible] - [illegible].[illegible]

[illegible] 10 - 1[illegible].2

oil mat - 4.[illegible]

[illegible] treated [illegible] bituminous structure (Test values 2 to 3 %)

cement	3	3	3	5	5	5	7	7
moisture cont.	7.0	7.0	[illegible]	7.4	7.4	7.4	6.6	7.
[illegible] lbs/cu.ft.	132.[illegible]	134.6	134.[illegible]	135.4	136.[illegible]	136.[illegible]	135.4	1[illegible].
7-day [illegible] psi	602	684	647	943	980	978	1[illegible].4	1[illegible].

[illegible] treated [illegible] base - Gravity-Colors of (a) [illegible] 4, 3[illegible]): [illegible] retained strength (ave. of [illegible]

% (S.E.-K, - [illegible]	2-4.0	4-[illegible]	[illegible]-[illegible]
[illegible] after compact or	1[illegible]-4	[illegible]-[illegible]	[illegible]-[illegible]
Bulk grav. w - % voids	2.29-11.[illegible]	2.33-8.3	2.4[illegible]-[illegible]
Wash [illegible]-[illegible] Maine	33-[illegible]1	[illegible]-[illegible]2	[illegible]-[illegible]
Compressive strength [illegible] -wet	4[illegible]4-[illegible]02	5[illegible]0-[illegible]0[illegible]	[illegible]3[illegible]-[illegible]1[illegible]
Retained strength AASHO T-165	43	[illegible]	[illegible]

Material as represented by this sample (does) (does not) comply with specifications.

TEST REPORT DISTRIBUTION:

Bureau of Public Roads
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O. A. White

Engineer of Materials

State Printing 58334

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Salem

I-80N-3(49)81
6248

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. C. ROHDE
CHIEF COUNSEL

December 7, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Oregon Project I-80N-3(49)82
The Dalles-Fifteenmile Creek Section
Projected Paving Project

NOTED
F. B. KLABOE

Dear Sir:

Your September 14 and December 1 Memoranda discussed the final paving on The Dalles-Fifteenmile Creek Section:

The grading and temporary 0-11 surfacing (1963) was conceived with 8 inches of portland cement concrete to be placed at a later date, this to allow for settlement over questionable foundation areas. The guardrail and median rail posts were all set 8 inches high to allow for this. On this project they are almost continuous throughout.

As you know, the 0-11 oil mat placed on this section over approximately 6 inches of rock, while indicating good service for some time after placing, has required substantial maintenance the last year. As of September 29 some $25,000.00 has been spent on this 3-1/2 mile section, including costs for an 0-33 seal over 50% of the outside lanes and 500 tons of pre-mix.

The deterioration of this surface appears to be progressive and was unexpected. Twenty-one exploratory holes have been put down throughout the section in an effort to determine causes. Samples were lifted at various depths for laboratory tests. Test results are tabulated as a part of the attached base design. They show undesirable characteristics developing in the selected subgrade material in the way of LL, PI, Sand Equivalent and "R" values.

In considering present designs for this section it would seem desirable to hold finished profile grade, or nearly so, as determined on the 1963 project. Should the guardrail and median rail need to be salvaged and reinstalled, an

estimated cost of $2.00 per foot for guardrail and $2.50 per foot for median rail has been received. With these being continuous, the cost per mile for salvage and reinstall would be $34,320.00 per mile. Structures and interchange locations have all been designed and built to the 1963 profile.

With this in mind costs were determined (see attached sheets) for consideration of four designs. Initial costs only are shown:

1. Standard Mesh Reinforced P.C.C. - 8 inches

   Initial Cost - Per Mile $180,225.72

In this construction it is anticipated the mix could be discharged over the median rail which would require one-way flagging past the transit-mix truck. A waiting period between pours of east and westbound lanes would be required for development of concrete strengths. Because of this and short length of job, a price of $5.50 per sq. yd. for the concrete was used.

2. Continuous Reinforced P.C.C. - 8 inches

   Initial Cost - Per Mile $208,385.72

3. Slip Form P.C.C.

   Initial Cost $152,065.72

4. 4 inches of A.C.
   3 inches of P.M.B.B
   6 inches of Cement Treated Base

   Initial Cost - Per Mile $113,229.40

This design is favored, and is shown on approved base design. A minimum of 1-inch (more where necessary to adjust grade) 3/4-0 material will be placed, mixed in place with 5 inches of existing material including oil mat and approximately 5% cement. Laboratory test reports are attached. California specifications will generally be used. All work can be performed within the lane with substantially reduced waiting time between lane construction.

Your approval is requested.

Very truly yours,

F. D Morgan
Construction Engineer

By

C. L. Decker
Assistant Construction Engineer

Attachments

RECEIVED
DEC 8 1965
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Section THE DALLES - FIFTEEN MILE CREEK Highway COLUMBIA RIVER (FA 1) County WASCO Prefix ____

Res. Engr. ____ Approx. Length 3.8 Miles. Sta. 2302+15± to Sta. 2409+62± Date 11-16-65

Truck A.D.T. 672 Traffic Coefficient 10.1 18 kip s.a. per day 470.7.

Annual Precipitation 12"± Frost Penetration 18"±.

(1) Subbase or Typical [illegible] Subgrade Material

- - LL - - -		
- - PI - - -		
12	%P 10	37
2	%P200	8
[illegible]	%Gravel	[illegible]
[illegible]	%C Sand	22
[illegible]	%F Sand	7
[illegible]	%Silt	6
[illegible]	%Clay	[illegible]
[illegible]	"R" Value (Corrected)	3[illegible]

AASHO CLASSIFICATION:

A-2-4 A-1-a

MATERIAL SOURCES:

To be determined by the Engineer.

EXISTING ROADWAY
(1963 Plan Section)
(with distress)
(developing)

1.25" D-11 Oil Mat
2.0" 3/4"-0 Level Course
[illegible] Treated Base

(1)
Gravelly Silty Sand
or
Silty Sandy Gravel

NEW WORK

4.0" of A.C. (Immediate)
3.0" of Plant Mix Bituminous Base
6.0" of Cement Treated Base (consisting of [illegible]" in place material plus 1.0" of [illegible]"-0

	CBE Total Req.	Credit	Actual Thick.	
		8.0	4.0	A.C.
		4.0	3.0	PMBB
		12.5	6.0	CTB
	24.5	23.0	13.0	

*For recommended specifications see attached letter dated 11-15-65 by O. A. White, Engineer of Materials and Research.

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

Submitted by W. W. Yarbrough
Staff Assistant

Recommended by O. A. White
Engineer of Materials

Recommended by L. E. Parker
Asst. Construction Engineer

Approved by W. B. Slater
Asst. State Highway Engineer

The [illegible] - Fifteen Mile Creek
[illegible]umbia River Highway (FA 1)
Wasco County

Values assigned various components of the roadway structure:

1.0"	Asphaltic Concrete	=	2.0" Crushed Base
1.0"	Cement Treated Base	=	1.75" Crushed Base
1.0"	Plant Mix Bituminous Base	=	1.5" Crushed Base
1.0"	Oil Mat	=	1.0" Crushed Base
1.0"	Base (3/4"-0 or 1½"-0)	=	1.0" Crushed Base
1.0"	Selected Subgrade Material (Meet requirements as (Standard Specifications (for Stone Subbase plus (R = 70-80 and 8% max. (F #200 sieve.	=	0.8" Crushed Base
1.0"	Selected Subgrade Material R = 60-70	=	0.5" Crushed Base

SECTION. THE DALLES - FIFTEEN MILE CREEK

HIGHWAY: COLUMBIA RIVER # 2E (FA 1)

COUNTY: WASCO

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 5500 (Total)

B. Future ADT 11300 (Total)

C. Mean ADT 8400 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 10 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 8 x (C) 8400 = 672

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 672 x (F) 100 % = 672

TRAFFIC COEFFICIENT = K (I) $^{0.119}$

where K = 4.669

= 10.1

SECTION: THE DALLES - FIFTEEN MILE CREEK

HIGHWAY: COLUMBIA RIVER # 2E (FA 1)

COUNTY: WASCO COUNTY

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Asphaltic Concrete Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: See letter

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C.
7. Stage Construction: Final Stage
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See letter
10. Stimulation of Competition: See letter
11. Construction Consideration: See letter
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: See letter
13. Traffic Safety: See letter
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: See letter

CONCLUSION AND REMARKS:

Station	L CL R	Hole No.	Depth	Top Size	P4	P10	P40	P200	LL	PI	SE	OMD	"R" Value	Classif.	Remarks
24/#15, E.B.	7'R	18	0-1½"	Oil Mat											Outside lane
				Composited to:								16.14		A-1-a	
	#16(1½"-6")		1½"-4"	3/4" & 1½"	30.2	14.4	7.3	21	0	71.1	0.4		83	Sl.Sa.Gr.	
	#16(1"-6")		4"-5½"	As above								24.95		A-1-a	
			5½"-13"	4"	37.4	21.	14.7	19.3	14	0	19.5	1.8	73	Gr. Sa.Gr.	[illegible]
				Composited to:								33.4"		A-1-a	
	#16(6"-13")		13"-24"	3"	43.	27.	17.3	2[illegible]	20	[illegible]	24.8	5.4	79	Gr.Sa.	
	#16(6"-13")		24"-32"	As above											
[illegible], E.B.	[illegible]'R	1	1-2"	[illegible]											
														A-1-a	
	#[illegible](1½"-4")		2"-6"	1"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	NP	20.7		83	Gr.Sa.Gr.	
														A-1-a	
			6"-9"	4"	[illegible]	[illegible]	[illegible]	20.7	[illegible]	3	12.5		76	[illegible]	
														A-1-a	
			9"-12"	2"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible].6		66	[illegible]	
[illegible], E.B.	[illegible]'L	19	0-2"	[illegible]											
				Composited to:										A-1-a	
	#[illegible](1½"-4")		2"-4½"	1½"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	NP	NP	20.7		83	Sl.Gr.Sa.
												24.[illegible]		A-1-a	
	#[illegible](½"-12")		4½"-10½"	4"	[illegible]	[illegible]	[illegible]	[illegible]	19	0	19.5	1.[illegible]	73	[illegible]	
			&									24.7"		A-1-a	
	#[illegible](½"-12")		10½"-32"	4"	[illegible]	[illegible]	[illegible]	[illegible]	19	0	19.5	1.[illegible]	75	[illegible]	NR = [illegible]

Station	L CL R	Hole No.	Depth	Top Size	P¾	P10	P40	P200	LL	PI	SE	CAD	"K" Value	Classif.	Remarks
2475+60, E.B.	16'R	17	0-2"	Oil Mat											Shows distress-cracked
				Compared to:								16.14		A-1-a	
	#16(1½"-4")		2"-5½"	3/4" & 1½"		30.2	14.4	7.3	21	0	71.1	0.5	83	St.Sa.Gr.	
				Compared to:								33.48		A-2-4	
	#16(6"-1'-4")		5½"-32"	3"		63.1	55.5	47.3	20.6	20	0	25.8	5.2	79	Gr.Si.Sa.
2461+40, W.B.	16'L	2	0-1 3/4"	Oil Mat											
														A-1-a	
			1 3/4"-6"	1½"		49.9	24.9	11.2	5.5	NP	NP	70.7		83	Si.Sa.Gr.
														A-1-b	
			6"-8"	2"		62.7	47.6	39.9	22.4	14	5	20.1		35	Si.Sa.Gr.
													14.92	A-4-b	
			8"-24"	4"		31.7	23.3	18.1	10.2	29	0	15.4	1.9	78	Si.Sa. Gr.
2441+40, E.B.	24'		0-1½"	Oil Mat											Distress - Extensive
				3/4" &									16.14	A-1-a	
			1½"-6"	1½"		30.2	14.4	7.3	21	0	71.1	0.5	83	Si.Sa.Gr.	
												33.48		A-2-4	
			6"-13"	3"		63.1	55.5	47.3	20.6	20	0	25.8	5.2	79	Gr.Si.Sa.
													45.76	A-2-4	
			13"-36"	4"		94.6	45.4	41.2	30.7	34	9	14.1	9.8	38	Sa.Si.Gr.
2451+00, W.B.			0-2"	Oil Mat											
								F#4							
			2"-5"	2"		72.4		67.4						21	
								P#4							
			5"-10"	3"		57.1		53.1		34	9	9.0		35	

Station	L or R	Hole No.	Depth	Top Size	#200	#10	#40	#200	LL	PI	SE	OAD	"K" Value	Classif.	Remarks
2440+15, W.B.	7'L	3	0-2"	Oil Mat											
														A-1-a	
	#3(2"-5")		2"-5½"	1½"	57.0	28.4	12.7	[illegible]	21	0	73.4		75	Si.Sa.Gr.	NV = 5.4
			5½"-21 3/4"	2"	71.9	36.5	14.3	7.9	NP	NP	41.8		32	A-1-a Si.Sa.Gr.	NV = 7.2
			21 3/4"-36"	3"	80.1	74.1	69.4	24.5	NT	NP	25.5		54	A-2-4 Gr.Si.Sa.	NV = 11.2
2451+[illegible], E.B.	[illegible]	11	0-1 3/4"	Oil Mat											Mixed - Sil.
			1 1/2"-2 1/4"	3/4"-0 level	[illegible]	-	[illegible]								
				Compared to:								17.27		A-1-a	
	#4(1"-4")		3 3/4"-4"	2"	55.6	31.5	[illegible]	[illegible]	[illegible]	NP	7.3	3.4	78	Si.Sa.Gr.	NV = 3.6
				Compared to:										A-2-4	
	#4(1"-4")		4"-13"	2"	72.2	62.0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		75	Gr.Si.Sa.	
				Compared to:										A-2-7	
	#14(1"-3")		13"-[illegible]"	1½"	81.1	60.7	[illegible]	[illegible]	[illegible]	[illegible]	8.0		17	Gr.Cl.Sa.	NV = [illegible]
2452+30, W.B.	22'L	4	0-2"	Oil Mat											
				Compared to:										A-1-a	
	#3(1"-5")		2"-12"	1½"	57.0	28.4	[illegible]	6.3	[illegible]	[illegible]	73.4		75	Si.Sa.Gr.	NV = 3.4
			12"-28"	2"	33.8	67.7	36.4	13.2	[illegible]	[illegible]	[illegible]		74	A-2-4 Gr.Sa.	NV = 4.8
			28"-40"	3"	72.2	62.9	54.[illegible]	28.4	[illegible]	[illegible]	[illegible]		75	A-2-4 Gr.Si.Sa.	NV = [illegible]

Station	L Cl R	Hole No.	Depth	Top Size	P4	P10	P40	P200	LL	PI	SE	GAD	"K" Value	Classif.	Remarks
240+75, E.E.	18'R	14	0-1 3/4"	Oil Mat											Badly broken - rutted 1 1/8"-1½" - extends each way, also between note 13 & 14
			1¾"-3½"	3/4"-0 level course - No Test								17.19		A-1-a	
			3½"-7"	1½"	48.2	25.2	12.5	7.8	20	0	42.9	0.5	84	Si.Sa.Gr.	NM = 5.2
			7"-18"	3"	37.9	27.6	21.9	13.6	41	16	11.5	46.33 9.5	54	A-2-7 Si.Sa.Gr.	NM = 10.2
	#7(19"-24")		18"-21"	Compared to: 3"	78.7	71.9	65.8	22.4	NP	NP	16.6		32	A-2-4 Gr.Si.Sa.	NM = 17.3
			21"-26"	Transition zone - See below											
			26"-32"	18"	81.1	65.9	49.1	34.2	51	25	8.0		17	A-2-7 Gr.Si.Sa.	NM = 46.8
2[illegible]+75, W.E.	18'L	5	0-2"	Oil Mat								17.64		A-1-a	Oil beginning to crack up - settling 2" - 2½"
			2"-8"	1½"	52.8	28.3	13.6	7.5	NP	NP	c2.6	0.4	79	Si.Sa.Gr.	NM = 5.7
			8"-17"	2"	54.2	41.2	30.0	18.4	42	16	14.0	40.53 9.3	35	A-2-7 Si.Sa.Gr.	NM = 11.1
	#7(19"-24")		17"-38"	Compared to: 3"	78.7	71.9	65.8	22.4	NP	NP	16.6		32	A-2-4 Gr.Si.Sa.	NM = 17.3
234+75, E.B.	24'R	13	0-1 3/4"	Oil Mat											Shows distress
			1 3/4"-3 3/4"	3/4"-0 level course - No Test								17.27		A-1-a	
	#9(4"-9")		3¾"-9½"	Compared to: 2"	55.6	31.5	14.7	7.0	NP	NP	73.3	0.4	78	Si.Sa.Gr.	NM = 5.6
			9½"-11"		49.1	27.0	13.4	25	5					A-1-a Si.Sa.Gr.	NM = 7.7 Dirty
	#1c(13"-36")		11"-16½"	Compared to: 4"	54.6	45.4	41.2	26.5	34	9	14.1	45.36 9.8	38	A-2-4 Se.Si.Gr.	
	#7(19"-24")		16½"-33"	Compared to: 3"	78.7	71.9	65.8	22.4	NP	NP	16.6		32	A-2-4 Gr.Si.Sa.	NM = 11.9

Station	L Ct R	Hole No.	Depth	Top Size	P¼	P10	P40	P200	LL	PI	SE	Q&D	"R" Value	Classif.	Remarks
2373+30, W.B.	13'L	6	0-1½"	Oil Mat											Slightly rutted
				Compared to:								17.64		A-1-a	
	#5(4"-8")		1½"-8"	1½"	52.8	28.3	13.6	7.5	NP	NP	62.6	0.4	79	Sl.Sa.Gr.	NM = 5.7
												18.54		A-1-a	
			8"-12"	3"	40.6	25.8	13.7	6.8	NP	NP	55.1	0.4	81	Sl.Sa.Gr.	NM = 4.2
														A-2-4	
			12"-34"	3"	31.1	23.3	17.7	10.7	40	14	15.7		39	Sl.Sa.Gr.	NM = 1.2
2391+[illegible], E.B.	24'[illegible]	20	1-1 3/4"	Oil Mat											[illegible]
			1 3/4"-3 3/4"	3/4"-0 level course - No Test											
				Compared to:								48.68		A-2-4	
	#12(7"-18")		3 3/4"-[illegible]	3"	31.[illegible]	23.[illegible]	17.7	10.[illegible]	39	14		9.1	47	[illegible]	
				Compared to:										A-[illegible]	
	#7(19"-22")		1"-[illegible]"	[illegible]"	[illegible]	[illegible].9	[illegible].8	22.4	NP	NP	16.6		32	Gr.[illegible]	[illegible]
[illegible]+[illegible], E.B.	13'R	11	[illegible]-16"	Oil Mat											[illegible]
	#9(4"-9")		1"-3½"	3/4"-0 level course - No Test											
				Compared to:								17.27		A-1-a	
			½"-[illegible]"	[illegible]"	56.[illegible]	31.5	14.7	7.[illegible]	NP	NP	[illegible].0	[illegible].4	[illegible]	Sl.Sa.Gr.	N[illegible]
												44.78		A-2-4	
	#5(17"-[illegible]")		½"-10[illegible]"	[illegible]"	31.0	23.5	17.[illegible]	10.5	39	14		[illegible].1	47	Sl. Sa. Gr.	[illegible]
				Compared to:										A-2-4	
			14½"-34"	[illegible]"	78.7	71.9	[illegible].5	22.4	NP	NP	16.6		32	[illegible].Gr.	N[illegible]

Station	L C R	Hole No.	Depth	Top Size	P4	P10	P40	P200	LL	PI	SE	OMD	"F" Value	Classif.	Remarks
2348+65, W.B.	27'L	7	0-1 3/4"	Oil Mat											Patched & shows distress
				Compared to:								17.64		A-1-a	
			1¾"-8"	1½"	52.8	28.3	13.0	7.5	NP	NP	62.6	0.4	79	Si.Sa.Gr. A-1-a	NM = 5.7
			8"-12½"	4"	41.8	30.5	21.7	10.3	NP	NP	25.4		66	Si.Sa.Gr. A-1-a	
				Compared to:								46.24			
	#3(17½"-22½")		12½"-19"	4"	46.1	36.6	29.8	14.9	28	6	17.4	9.8	47	Si.Sa.Gr. A-2-4	NM = 5.7
			19"-24"	3"	78.7	71.9	61.8	22.4	NP	NP	16.6		32	Gr.Si.Sa. A-1-b	NM = 17.3
	#4(8"-12½")		24"-32"	4"	41.8	30.5	21.7	10.3	NP	NP	25.4		66	Si.Sa.Gr.	
2363+00, E....	17'R	13	0-1 3/4"	Oil Mat											shows slight distress - rutti...
			1¾"-3 3/4"	3/4"-0 level course - No Test											
				Compared to:								17.27		A-1-a	
	#1(1"-9";		3¾"-8½"	2"	59.6	31.5	14.7	7.6	NP	NP	73.3	0.4	78	Si.Sa.Gr. A-1-a	NM = 4.4
				Compared to:								43.10			
	#2(13"-21")		8½"-13"	4"	45.8	34.3	24.5	14.5	34	10	20.4	10.0	46	Si.Sa.Gr. A-2-4	NM = 11.2
				Compared to:										A-1-a	
	#2'(11"-15")		13"-14½"	3"	63.6	44.7	29.5	13.9	27	5	40.4		74	Si.Sa.Gr.	
				Compared to:								45.36		A-2-4	
	#3(23"-30")		14½"-25"	4"	54.6	45.4	31.1	20.5	34	9	14.1	9.8	38	Sa.Si.Gr. A-2-4	
				Compared to:											
	#5(27"-38")		25"-36"	3"	78.7	71.9	61.8	22.4	NP	NP	16.6		32	Gr.Si.Sa.	NM = 17.3
2382+50, W...	12'L	8	0-1 3/4"	Oil Mat											
			1¾"-4½"	3/4"-0 level course - No Test											
			4½"-11"	2"	44.9	33.4	21.4	5.9	NP	NP	65.6		65	Si.Sa.Gr. A-1-a	
			11"-25"	3"	39.6	27.0	17.4	4.3	NP	NP	72.5		76	Si.Sa.Gr. A-1-b	
			25"-32"	2"	72.8	50.3	28.1	11.8	NP	NP	42.9		74	Gr.Si.Sa.	

Station	L or R	Hole No.	Depth	Top Size	Pct	#10	#40	#200	LL	PI	SE	OAD	Age Value	Classif.	Remarks
2314+70, E.B.	24½'R	10	0-1 3/4"	Oil Mat											Shows distress
			1 3/4"-4"	3/4"-0 level course - No Test Compared to:											
	#9(4"-9")		4"-6½"	2"	55.6	31.5	14.7	7.0	NP	NP	73.3	17.27 0.4	78	A-1-a Si.Sa.Gr.	MH = 5.6
			6½"-11½"	4"	66.7	51.1	19.3	8.9	24	2	48.1	43.48 9.7	73	A-1-b Gr.Sa.	MH = 7.7
			11½"-15"	3"	63.0	42.7	23.5	13.9	27	5	40.4		74	A-1-a Si.Sa.Gr.	
			15"-21"	4"	45.8	34.9	26.5	14.5	34	10	20.4	43.00 10.0	46	A-2-6 Si.Sa.Gr.	MH = 11.2
			21"-36"	3"	65.4	59.9	54.2	21.6						A-2-4 Gr.Si.Sa.	MH = 17.8
2304+50, W.B.	24'L	9	0-2"	Oil Mat											Rutted - 1/2"
			2"-4"	3/4"-0 level course - No Test											
			4"-9"	2"	55.6	31.5	14.7	7.0	NP	NP	73.3	17.27 0.4	78	A-1-a Si.Sa.Gr.	MH = 5.6
			9"-17½"	3"	69.3	42.3	16.7	8.0	NP	NP	60.0	33.86 5.2	70	A-1-a Sa.Gr.	MH = 18.0
			17½"-22½"	4"	46.1	36.8	29.8	14.9	28	6	17.4	46.24 9.8	47	A-1-a Si.Sa.Gr.	MH = 8.7
			22½"-35"	1"	98.3	97.9	96.4	27.4	NP	NP	27.4		76	A-2-4 Si.Sa.	MH = 12.4

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 19, 1943

SUBJECT: The Dalles - Fifteen Mile Creek Road - Mixed Treated Base

To:

Frank Morgan
Construction Engineer
Office

Attached are reports showing results of tests on samples of oil mat and base rock taken from subject project. Tests were made on samples from five locations, each at various depths as indicated on pages one and two. The test results indicate that the material represented by samples one through four are quite similar, whereas sample five represents a material with a considerably lower S.E. value.

Two series of tests were made on laboratory molded specimens. The first series was composed of both Portland cement and asphalt emulsion treated material represented by samples one through four. Test results on the first series are found on pages three and four. The second series was composed of both Portland cement and asphalt emulsion treated material represented by sample five. Test results for the second series are found on pages five and six. Two depths of treatment were investigated, four inches and six inches, for both series of tests.

Portland cement and emulsion treatment provided satisfactory test results for series one. In series two the emulsion treated material did not provide satisfactory test results. Because of this fact, and because experience has shown by both core sampling and Hveem-Kelman beam testing that emulsion treated base requires months to "cure" under pavement, Portland cement treatment is recommended for subject project.

Test results indicate that 5% type I portland cement will result in 75% [illegible] compressive strength of a 6 inch treatment. Seven inches of high quality [illegible] mixture over the 6 inch cement treated base will satisfactorily indicated cover thickness requirements. The method of road-mixing is to be determined.

It is further recommended that specifications require materials be pulverized to pass a 2 inch screen and [illegible] with 5% ± .5 cement at the required moisture content. A compaction requirement of 95% of laboratory maximum density should also be included.

C. A. WHITE
Engineer of Materials & Research

CAW:sr

cc: Deaker
Walker
Putnam
Yarbrough

RECEIVED
NOV 29 1965
FOR FILING

I-
6348

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 14, 1965

B/up 19 29

SUBJECT: The Dalles-Fifteenmile Creek Section
Surfacing Design

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

The grading and temporary 0-11 surfacing (1963) was conceived with 8-inches of Portland Cement Concrete to be placed at a later date, this to allow for settlement over questionable foundation areas.

The guardrail and median rail posts were all set 8-inches high to allow for this. On this project they are almost continuous throughout.

As you know, the 0-11 placed on this section, over approximately 6-inches of rock, while indicating good service for some time after placing, has required substantial maintenance the last year. As of September 29 some $25,000.00 has been spent on this 3-1/2 mile section, including costs for an 0-33 seal over 50% of the outside lanes, and 500 tons of pre-mix.

Twenty-one exploratory holes have been put down throughout the section, with samples lifted at various depths for laboratory tests. Test results have been analyzed and show undesirable characteristics developing in the selected subgrade material in the way of LL, PI, Sand Equivalent and "R" values.

In considering present designs for this section it would seem desirable to hold finished profile grade as determined on the 1963 project. Should the guardrail and median rail need to be salvaged and reinstalled, an estimated cost of $2.00 per foot for guardrail and $2.50 per foot for median rail has been received. With these being continuous, the cost per mile for salvage and reinstall would be $34,320.00 per mile. Structures and interchange locations have all been designed and built to the 1963 profile.

NOTED
F. B. KLABOE

Costs have been prepared (see attached sheets) for consideration of three designs:

1. Standard Reinforced P.C.C. - 8 inches

Present worth cost per mile $178,685.46 per 4-lane

In this construction it is anticipated the mix could be discharged over the median rail which would require one-way flagging past the transit-mix truck. A waiting period between pours of east and westbound lanes would be required for development of concrete strengths. In other words, without detouring traffic over the old route, one lane would need to be completed before the other was started. Because of this and short length of job, a price of $5.50 per sq. yd. was used. This is an increase of $0.79 per sq. yd. over 1964 average prices and adds $22,246.40 to the cost of P.C.C.

2. Continuously Reinforced Concrete Pavement - 8 inches

Initial and P.W.C. $201,447.00 per 4-lane mile

3. 6-inches of A.C. over 6-inches of Cement Treated Base

Present Worth Cost $144,818.26

2" more work - 4" all purpose.

On this construction all work could be performed within the lane. Very little waiting time would be required between lane construction.

In view of the above, it is recommended we proceed with the A.C. and C.T.B. design. Further tests can be made to determine if asphalt stabilization can be substituted for C.T.B. This would further lower costs.

Various types of P.C.C., including slipform could be shown as alternates.

F. D. Morgan
Construction Engineer

By G. L. Decker

G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachments

OCT 14 1965

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AUG 20 1965
FILING

FORM E-BOE-604 1-65 SP*6418-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 19, 1965

SUBJECT: Access Closure
County Property
The Dalles, Oregon

To: MEMO TO THE FILES

As instructed, a meeting was held at 11 A.M. August 17 in Wasco County Courthouse to discuss the necessity to eliminate an illegal access at the West The Dalles off-ramp. Judge Hunt, Wasco County, Mr. Dean Smith, The Dalles City Manager, Mr. J. F. Putnam, Division Engineer, and Mr. F. D. Morgan, Construction Engineer, attended.

The area in question was inspected on the ground. The simplest solution was to move a section of fence on a City maintenance yard (land was donated to City by County) about 25 feet and provide a service road to the dog pound area. Judge Hunt and Mr. Dean Smith were to get approval of their respective governing bodies and work out a solution in this manner.

Both men requested that the State delay removal of illegal access until later in the fall after the press of summer work had eased. I stated that the State would not object to a reasonable delay, sometime before January, 1966.

F. D. Morgan

F. D. Morgan
Construction Engineer

FDM:fp
cc F. B. Klaboe
J. F. Putnam

REFERRED TO
Porter-Young
BY ASST. STATE HWY. ENGR.
Copies sent 8-26-65

RECEIVED
AUG 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 30 1965

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
February 4, 1965

SUBJECT: The Dalles-Fifteenmile Cr.
Columbia River Highway

To:

Mr. F. D. Morgan
Construction Engineer
State Highway Department
Salem, Oregon

Forwarded herewith is a straight line chart showing failures arising in the recently completed 0-11 oil mat on subject project. This investigation shows that 25 percent of the existing mat is failing; also, during the last month the local maintenance forces have spent approximately $2,600 on the repair of these failures and we are at this time signing and flaring areas which are hazardous to traffic. Due to the amount of failures and the expense to which the maintenance forces are being put, we recommend that early consideration be given to the letting of the final surfacing contract through this area.

The failures are apparently being caused by the small amount of base rock placed on the top of questionable select roadbed topping, although this topping material passed specifications.

Samples have been submitted to the Salem Laboratory and we are waiting their reports.

J. F. Putnam
Division Engineer

RECEIVED
MAR 24 1965
OFFICE OF
STATE HIGHWAY ENGINEER

JFP:me
Encl.
cc: E. S. Hunter
R. P. Hamilton

3/24/65
Copy to Salem per Morgan
H

$1a. 2302 2098

3/24/65 A complete check being made on this and a report from Soils should come in soon after.

CONSTRUCTION DIVISION
RECEIVED
FEB 5 1965
NOTED: CE ACE ACE COE

Form CO-121 (11-63) (Prescribed by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

RECEIVED NOV 16 1964

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 5, 1964

In reply refer to: 08-35.4-DA

FROM: A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-3(39)81
The Dalles-Fifteenmile Creek Section, Columbia River Highway
Request for release of access control, West The Dalles Interchange

We have received and considered your submission of October 29 in which you request shortening of the access control restrictions opposite the eastbound ramp terminals, subject interchange.

We agree that the existing approach was improperly and inadvertently placed in violation of the access control restrictions, which extend 125 feet each way from the ramp terminal.

Access control to protect the ramp terminals as practiced in this instance has become a policy with both your Department and ourselves, with some recent efforts having been made to acquire it even after completion of construction. Our January 10, 1964 authorization to proceed with acquisition of such access control for the Talbot Road interchange in the Illahee-Albany Section is a comparable example.

Under the above circumstances diminishment of your right to control access cannot be considered as being appropriate. Therefore this office does not agree to the relinquishment of access control as indicated on the sheet attached to Mr. Shaw's letter.

NOTED
LLOYD P. SHAW

RECEIVED
NOV 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 29 1964
FOR FILING

October 29, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: West The Dalles Interchange
Columbia River Highway
Wasco County

Dear Sir:

Attached are three copies of a portion of the map of the construction plans on the subject section.

Noted thereon is an existing approach which was improperly located within our access control area and is to be removed. In its place, we request that an approach be permitted, as shown shaded, which will require the access control line to be shortened 50 feet. The requested access will lead to County-owned property.

Your early consideration will be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

Attachments

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison

DNS:jp: ajw

WB Line

℄ To be obliterated

Const. Asph. Conc. Traffic Mkrs. (Future)

S 44° 32' 30" E

"A" LINE

S.47°10'42"E.

"A" LINE

S.39°57'09"E.

"A" 2257+69.60 (37 Rt) = 13'

2257+69.60 POS. 24'

"A" 2259+55.18 P.S.

200' Sp. S 36°00' a 18.0

"A" 2261+55.18 P.C.S.

36° C.R. Δ 84°07' Ts 247.10' Ls 227.82'

"A" 2262+13.84 P.C.S.

150' Sp. S 27°00' a 24.0

"A" 2263+63.84 P.T.

"A" 2262+79.52 P.C.S.

36° C.R. Δ 78°32' Ts 229.37' Ls 189.96'

"A" 2264+79.52 P.T.

200' Sp. S 36°00' a 18.0

100' Sp. S 18°00' a 36.0

"A" 2262+11.37 P.S.C.

"A" 2261+11.37 P.S.

N. 54°17'18"E.

55' R.

S 30°02' E

S 56°36' E

Type 2 Fence

R/W Line

Approach Rt. 12" Pipe-69'

Appr. 12" Conc. P. 33'

"FR" LINE

Prop'd. Approach

Existg. Approach to be removed

S 44°09'51" W

Random Fill to El. 130 Emb. 150 C.Y.

Access Control

VALNUT

6" C.I. Water

St. Conn. Manhole 1 Type "6" Inlet 12" Storm Sewer) Pipe-48' Pipe-139'

"L" 2262+02 72" C.M.P. -250' (With 2:1 Sloping Ends) Inlet Dr. Ditch 60' Outlet Dr. Ditch 536' Bottom width 9' - Sl. 1½:1

18" C.M.P.-54' 1 End section

"R" 11+03.44 P.S.

15" Conc. Pipe

Outlet Ditch

"O" Bott. Sl. Var. 1½ to 3:1

"R" 12+03.44 P.S.C.

"2264+09.76 P.O.T. =

"2260+14.76 P.O.T. =

"12+15.57 P.O.C.

"FR" 8° C.L. Δ 26°34' Ts 219.21 2-100' Spirals S 4°00' a 8.0

"R" 14+35.52 P.C.S.

"FR" 15+35.52 P.T.

"FR" 15+78.84 P.S.

"FR" 15+78.84 P.T.

RECEIVED
OCT 9 - 1964
FOR FILING

October 9, 1964

The Fidelity & Casualty Co. of N. Y.,
San Francisco Branch Office
760 Pine Street
San Francisco 11, California

Gentlemen:

Contract #5148 awarded to Rogers Const. Co., for oiling-sealing-chipsealing The Dalles-3 Mile Creek Section of the Columbia River Highway in Wasco County, was completed on July 16, 1964, and accepted by the Highway Commission on October 9, 1964.

Final payment, in the amount of $32,313.95 will be released to the contractor after October 16, 1964. The total contract amount is $653,523.63 including $5,539.33 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N. Y.,
Pallett, Fisher & Carlo, Inc.,
1061 US National Bank Bldg.,
Portland 4, Oregon

cc: Rogers Const. Co.,
11760 NE Glisan Street
Portland 16, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
OCT 7 - 1964
FOR FILING

6348

October 6, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed July 16 on Contract No. 6348. The contract was with Rogers Construction Company and was for oiling, paving, and signing on The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This will be presented to you at the Commission meeting on October 9.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

RECEIVED
OCT 5 - 1964
FOR FILING
6347

Salem, Oregon
October 5, 1964

Acceptance of Contract

Mr. Lloyd P. Shau
Asst. State Highway Engineer
O F F I C E

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 6348 with Rogers Construction Co. for oiling, paving and signing on The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County, completed July 16, 1964. Request for acceptance has been held for receipt of contractor's Statement of Labor and Materials Used.

L. H. Young
Office Engineer

DEP:bb

cc: Mr. Floyd Quary
Mr. C. H. Malson
Mr. F. D. Morgan

RECEIVED
AUG 28 1964
FOR FILING

6.4.8

477 Cottage Street NE.
Salem, Oregon 97301

August 24, 1964

08-35.4-DA

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-80N-3(39)81, The Dalles - Fifteenmile Creek Section
Price Agreement No. 5

We have reviewed subject price agreement, providing for deduction of 25 percent of contractor's cost of nonspecification asphalt.

We do not have any background information supporting use of the procedure applied therein, so are unwilling to take any action at this time. We are holding the order pending clarification.

RECEIVED
AUG 25 1964
OFFICE OF
STATE HIGHWAY ENGINEER

original to Young
& Morgan
8-27-64

ATTEST
LLOYD P. SHAW

FORM E-1 (REV 9-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: Aug. 1, 1964
SECTION: The Dalles-Fifteenmile Cr.		SECTION PREFIX: 633-1085
HIGHWAY: Columbia River		COUNTY: Wasco
NAME OF JOB: The Dalles-Fifteenmile Creek	KIND OF WORK: # Oiling, Paving & Signing	
CONTRACTOR: Rogers Construction Company	CONTRACT NUMBER: 6348	FEDERAL AID PROJECT NUMBER: I-80N-3(39)81
DATE OF CONTRACT: Oct. 10, 1963	DATE WORK STARTED: Dec. 10, 1963	ESTIMATED COMPLETION DATE: July 16, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK — MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS: 80	WORK DAYS USED: 78
		PERCENT OF TIME ELAPSED: 97.5
PROJECT AUTHORIZATION: $ 728,501.43	ENGINEERING AUTHORIZATION: $ 51,790.32	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
EXCLUSIVE OF ENGINEERING: $ 676,511.11	ENGINEERING COST TO DATE: $ 52,500.00	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 653,904.40	PERCENT OF AUTHORIZATION: 100.4	100
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 3.3 %	DATE PROJECT WAS COMPLETED: July 16, 1964	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
		100		100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.38	4.62		3.76	0.86
MILES PARTIALLY COMPLETED	0.38	4.62		3.76	0.86
MILES COMPLETED	0.38	4.62		3.76	0.86
TOTAL ESTIMATED QUANTITIES (CONTRACT)	12,400 cy	102,500 ton		1,025 ton	13,500 ton
TOTAL QUANTITIES CORRECTED TO DATE	17,606	112,239		932	19,986
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	17,606	112,239		932	19,986
AVERAGE DAILY QUANTITIES	0	0		0	0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0		0	0
NUMBER OF SHIFTS PER DAY	0	0		0	0
HOURS PER SHIFT	0	0		0	0

EQUIPMENT USED DURING THE WEEK

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
AUG 3 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The Semi-Final was submitted to the Division office Wednesday July 29.

~~The Semi-Final was submitted to the Division office Wednesday July 29.~~

This is the final report.

SIGNED Vernon E. Shull

ADDRESS Box 420, The Dalles, Oregon

SEND ORIGINAL TO SALEM OFFICE. (BRIDGE SEND ORIGINAL AND COPY TO SALEM). ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
JUN 25 1964
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 19, 1964

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Revised Plan
(J.E. Scherrer Drainage Problem)
The Dalles-Fifteenmile Creek Section
Columbia River Highway
Wasco County
Contract No. 6348
Project No. I-80N-3(39)81
YOUR FILE: D 315 - 2 - 93

Gentlemen:

Under separate cover we are sending for your review and approval four prints of the revised plan and profile for correcting the drainage problem which exists on the above-named property, as requested in your letter of January 10, 1964.

We have studied the problem more carefully and have decided that twin 36" culverts, as originally proposed in our letter of December 27, 1963, are unnecessary. Instead, we propose to install one 43" x 27" CMP Arch at Railroad Station 2314+49 to augment the existing 24" culvert at Railroad Station 2314+70. We feel that our proposal should be adequate to handle any foreseeable drainage. At the lower end of the present outlet ditch water is carried under the River Road via one 12" and one 24" culvert. There is no evidence that this has not been sufficient. There are nine 18" culverts plus a small area in the vicinity of the existing 72" CMP handling the drainage into this area. None of these show evidence of having run over half full and most of them less than one-third full. We assume that 18" culverts were used rather than smaller ones, primarily for the ease of maintenance. From evidence of past requirements our Resident Engineer estimates a maximum flow of 15 cfs. The new installation of a 43" x 27" CMP Arch would have a capacity of 19 cfs. and if the 24" were left in place the total capacity of these two pipes would be 28 cfs.

This should provide you with the information you requested in the final paragraph of your letter dated January 10, 1964. If this is satisfactory, please prepare the necessary Agreement for this work.

Since the above-captioned project is nearly completed, it may be necessary to perform this work by State Forces instead of by our contractor as originally intended.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: L. P. Shaw
Dean Swift
Vernon Shull

RECEIVED
JUN 22 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 6 1964
FOR FILING

STATE COPY

APPROVED
Certificate and Verification of
[illegible] Inspectional
[illegible]
JUN 2 1964
U.S. Bureau of Public Roads

ORIGINAL

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name The Dalles-Fifteenmile Creek ✓ Date May 27, 1964, 19

Highway Columbia River ✓ Contract No. 6348 ✓

County Wasco ✓ Prefix 633-1035 ✓

Contractor Rogers Construction Company ✓ F. A. Project No. I-80N-3(39)81 ✓

Address 11760 N.E. Glisan St., Portland, Oregon 97220 Order No. 7 ✓

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Furnish labor and material to revise 20 single H beam sign posts in accordance with Bridge Dept. Drawing No. A-45, Bridge No. 9291

Location by station numbers:

Throughout Project

Estimate of quantities and cost:

Material - - - - - - - - - - - -	$2,500.00
Labor - - - - - - - - - - - -	2,000.00
Equipment Rental - - - - - - - -	500.00
Total - - - - - - - - - - - -	$5,000.00 ✓

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Sign posts are too light and twist in windy weather - so requires additional stiffening. Work has not commenced.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$728,301.43
Present estimate of project cost, including $5,000.00 for work under this order	$728,301.43
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office ✓

Submitted by: Vernon E. Skull
Resident Engineer

Approval Recommended: L. L. Olson
Construction Engineer or Bridge Engineer

Approval Recommended: Oscar Dewyer
Division Engineer

Approved L. H. Jones
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing original copy To Young
7-2-64

RECEIVED
APR 21 1964
Form E-208—5M
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date APR 2 1964 J. J. Fowler
Title Act. Dist. Engineer
U.S. Bureau of Public Roads

Project Name The Dalles-Fifteenmile Creek ..... Date March 26, 1964

Highway Columbia River ..... Contract No. 6348

County Wasco ..... Prefix 633-1085

Contractor Rogers Construction Company ..... F. A. Project No. I-80N-3(39)81

Address 11760 N.E. Glisan St., Portland, Oregon 97220 ..... Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

1. Furnish additional labor and material required to install sign posts in solid rock in lieu of driving piling.
2. Adjust length of steel posts.
3. Repair existing sign.

Location by station numbers:

Throughout Project.

Estimate of quantities and cost:

Labor	$325.00
Material	75.00
Equipment Rental	300.00
Total	$700.00

BPR Endorsement:
Participation limited to Items #1 and #2 since sign repairs on existing sign are maintenance obligation.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

1. Unable to drive 7 piling as shown on plans so necessary to drill & shoot in solid rock to obtain suitable footings. 2. The order length of a few steel posts was in error necessitating field adjustment. 3. Sign No. 105 has been damaged by traffic enough to require extensive repairs prior to relettering.
Steel posts have been adjusted. Other work has not commenced.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$728,301.43
Present estimate of project cost, including $700.00 for work under this order	$728,301.43
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ Vernon E. Shull
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or ~~Division Engineer~~

Approval Recommended: /s/ Dean Swift
Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer~~ ~~Chief Engineer~~ or Office Engineer.

NOTED
LLOYD P. SHAW

State Printing

original To Young 4-21-64

RECEIVED
MAR 10 1964
FOR FILING

March 9, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 Supplemental covering additional labor on the The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County, Contract No. 6348 in connection with Federal-Aid Project No. I-80N-3(39)81.

This supplemental order is to cover overrun occasioned by encountering solid rock in ditch excavation; drilling and shooting was required.

The original order was approved by the B.P.R. January 20, 1964. This supplemental order was verbally recommended for approval by the B.P.R. Area Engineer March 6, 1964. This work has been completed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

C:T:or
Enc.

RECEIVED
FEB 6 - 1964
FORM E-302 5OM 3-63 49606
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Ore.
February 5, 1964

To: Mr. F. B. Rhoe
Mr. L. R. Chandler
Mr. Dean Swift

SUBJECT: Moisture Control
Surfacing Aggregates

The State is considering including a moisture control provision in the specification for surfacing aggregates and the Construction Department wants to obtain factual data on several jobs to ascertain if such a specification is desirable.

The jobs chosen for testing purposes are as follows:

Metropolitan Division	- Minnesota Freeway Section
Division III	- Winchester-S. Umpqua River Section
Division IV	- The Dalles-FifteenMile Creek Section

The data desired is the moisture involved in the rock at the time of weighing for pay quantity. The percentage of moisture can be determined by use of the "Speedy Moisture Tester" on the 1/4-0 fraction, with an occasional check by oven drying of the entire sample to obtain a correlation between the total and the fraction. Frequency of the checking can vary with the moisture condition of the material and it is suggested that samples be taken on an hourly basis to begin with -- then, if a pattern develops, two a day or as any change of moisture is noted should be sufficient. A period of two weeks should provide ample data - under normal production rates.

In addition to the moisture content a common horse-sense evaluation of the side costs and troubles which might arise must be made. Past experience with the Bureau of Public Roads auditing procedures precludes the use of engineering judgment in many instances and the increase in testing may require additional personnel to the end that additional costs may be more than the saving. These and others are the type of questions needing answers which can best be obtained by actual testing and recording the results.

The projects were chosen as they are now in progress, but this does not preclude the taking of an occasional test on other sources for comparative purposes.

May we hear from you soon as to the results.

F. D. Morgan
Construction Engineer

By J. F. Putnam

J. F. Putnam
Assistant Construction Engineer

JFP:bjm

cc: L. P. Shaw
L. H. Young

RECEIVED
JAN 23 1964
FOR FILING

January 22, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering additional fencing on The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County, Contract No. 6348 in connection with Federal-Aid Project No. I-80N-3(39)81.

It is necessary to construct additional fence panels across gullies, ditches and abrupt depressions as specified in the Special Provisions.

This work was verbally recommended for approval by the BPR Area Engineer January 20, 1964. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:mb
Enc.

RECEIVED
JAN 23 1964
FOR FILING

January 22, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering construction of drain ditch and one type "G" inlet on The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County, Contract No. 6348 in connection with Federal-Aid Project No. I-80N-3(39)81.

This work is necessary to provide proper drainage through the old highway maintenance yard west of The Dalles, between Station 2291 and 2296 on the right as shown on the attached sketch.

This work was verbally recommended for approval by the BPR Area Engineer January 20, 1964. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

RECEIVED
JAN 24 1964
FOR FILING

Form Approved; Budget Bureau No. 41-R2049

TRANSACTION NO.

FORM PR-2 (REV. 8-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

STATE

COUNTY Oregon

PROJECT NO. Wasco

PROJECT REFERENCE I-80N-3(39)81

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-80N The Dalles to Fifteen Mile Creek

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	9-16-63	4.315
OTHER *(Specify)*		

FUNDS	
ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 708,572.00	$ 651,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official Name of State Highway Department)

By Lloyd V. Slaw

ASSISTANT State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By _____
AK A. N. Peterson
(Division Engineer)

By: L. H. Backlund, Administrative Mgr.

Date executed by
Division Engineer January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project, and adequate provision for such maintenance will be made each year, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

USCOMM-DC 49447-P61

Form PR-2, Federal-Aid Project Agreement (Supplement)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

The State Highway Department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the President's Committee on Equal Employment Opportunity, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Bureau of Public Roads and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Bureau of Public Roads may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Bureau, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State Highway Department further agrees that it will be bound by the above equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

The State Highway Department agrees that it will cooperate actively with the Bureau of Public Roads and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Committee, that it will furnish the Bureau of Public Roads and the Committee such information as they may require for the supervision of such compliance, and that it will otherwise assist the Bureau of Public Roads in the discharge of the Bureau's primary responsibility for securing compliance. The State Highway Department further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part III, Subpart D of Executive Order 10925 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Bureau of Public Roads or the Committee pursuant to Part III, Subpart D of Executive Order 10925. In addition, the State Highway Department agrees that if it fails or refuses to comply with these undertakings the Bureau of Public Roads may cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such State Highway Department, or may refer the case to the Department of Justice for appropriate legal proceedings.

Oregon State Highway Department

Federal Aid
Project No. I-605-3(39)61

THE DALLES-DEFIANCE CREEK SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Revised estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 11, 1963

Type Code (621)
Roadway (Sta. 2253+97.60 to Sta. 2309+40)(Contract 6348)

General Excavation, Unclassified	2,500	cu.yds.	$ 1.00	$ 2,500.00
Embankment in Place	2,200	cu.yds.	0.50	1,100.00
4 Inch Galvanized Water Pipe	300	lin.ft.	2.00	600.00
Type 2 Fence	430	rods	7.25	3,117.50
Salvage and Reinstall Median Barrier	700	lin.ft.	2.00	1,400.00
Guard Rail-Salvaged Barricade	1,900	lin.ft.	1.25	2,375.00
Portable Barricades	6	only	70.00	420.00
Metal Guard Rail	6,300	lin.ft.	2.30	14,490.00
Metal Median Barrier	4,900	lin.ft.	3.60	17,640.00
Type 2 Barricade	1,900	lin.ft.	5.00	9,500.00
Rail End Pieces	40	only	4.50	180.00
Salvage and Reinstall Type 2 Barricade	1,300	lin.ft.	1.50	1,950.00
Guide Posts, M-1	30	only	6.00	180.00
Guide Posts, M-2	90	only	7.50	675.00
Guide Posts, M-3	2	only	10.00	20.00
Coarse Crushed Material in Base	23,200	tons	1.40	32,480.00
3/4" - 0 Material in Base	3,900	tons	1.40	5,460.00
Sprinkling	500	M-gal.	2.00	1,000.00
Plant-Mix Bituminous Base	6,400	tons	3.60	23,040.00
Asphalt in Bituminous Base	270	tons	31.00	8,370.00
Preparation of Base	All	Required (20%)		300.00
Asphaltic Concrete Mixture	9,700	tons	3.85	37,345.00
Asphalt in Mixture	540	tons	31.00	16,740.00
Asphaltic Concrete Traffic Markers, Type L	100	lin.ft.	1.00	100.00
Removal of Existing Sign Installations	All	Required (40%)		90.00
Furnish 8" WF 36# Steel Piling	216	lin.ft.	4.50	981.00
Drive Steel Piles	13	only	80.00	1,040.00
Sign Support Footings	All	Required (70%)		2,030.00
Metal Sign Post	All	Required (21%)		1,008.00
Butterfly Sign Structures	All	Required		3,600.00
Single Post Sign Frames	All	Required (55%)		990.00
Wood Sign Posts	All	Required (45%)		1,440.00
Overhead Sign Illumination Equipment	All	Required		2,800.00
Type "A" Signs in Place	2,871	sq.ft.	5.65	22,115.35
Type "C", "D" and "E" Signs in Place	684	sq.ft.	3.70	2,530.80
Type "E", "F", "G" and "H" Signs in Place	197	sq.ft.	3.60	709.20
Type "J" Signs in Place	43	sq.ft.	5.00	215.00
				$220,531.85

Planning (5%% of contractor's cost)	All Required (20%)		$ 200.00
	Subtotal		$210,731.05
	10% Engr. & Cont.		21,072.15
	Total		$231,804.00

Length of Roadway - - - - - 0.737 mile
Length of 3 structures - - 0.180 mile (exemption)
Total Length - - - - - - - - 0.917 mile
Cost of Roadway per mile - $314,523.74

Type Code 5231
Roadway (Sta. 2003+15 to Sta. 2969+62)(Contract 6348)

General Excavation, Unclassified	3,900	cu.yds.	$ 1.00	$ 3,900.00
Embankment in Place	3,800	cu.yds.	0.50	1,900.00
Type 2 Fence	1,070	rods	7.25	7,757.50
Type 3 Fence	12	rods	20.00	240.00
Salvage and Steelpile Guard Rail	330	lin.ft.	1.25	412.50
Salvage and Reinstall Median Barrier	900	lin.ft.	2.00	1,800.00
Guard Rail-Salvaged Barricade	1,500	lin.ft.	1.25	1,875.00
Portable Barricades	9	only	70.00	630.00
Metal Guard Rail	38,900	lin.ft.	2.30	89,470.00
Metal Median Barrier	20,150	lin.ft.	3.60	72,360.00
Type 2 Barricade	1,500	lin.ft.	5.00	7,500.00
Rail End Pieces	80	only	4.50	360.00
Salvage and Reinstall Type 2 Barricade	600	lin.ft.	1.50	900.00
Guide Posts, W-1	180	only	6.00	1,080.00
Guide Posts, W-2	165	only	7.50	1,237.50
Guide Posts, W-3	4	only	10.00	40.00
Coarse Crushed Material in Base	52,500	tons	1.40	73,500.00
3/4" - 0 Material in Base	22,900	tons	1.40	32,060.00
Sprinkling	1,530	M-gals.	2.00	3,060.00
Plant-Mix Bituminous Base	2,600	tons	3.60	9,360.00
Asphalt in Bituminous Base	110	tons	31.00	3,410.00
Preparation of Base	All	Required (one)		1,200.00
3/4" - 0 Material in Binder Course	1,000	cu.yds.	2.50	2,500.00
Furnishing and Placing Aggregates	8,700	cu.yds.	2.75	23,925.00
RC-250 Asphalt	155	tons	42.00	6,510.00
120-150 Asphalt	680	tons	38.00	25,840.00
RS-1 Asphalt	190	tons	42.00	7,980.00
Asphaltic Concrete Mixture	3,800	tons	3.85	14,630.00
Asphalt in Mixture	200	tons	31.00	6,200.00
Asphaltic Concrete Curbs	660	lin.ft.	1.50	990.00
Removal of Existing Sign Installations	All	Required (5%)		7.50
Furnish 8" WF 36# Steel Piling	494	lin.ft.	4.50	2,223.00
Drive Steel Piles	31	only	80.00	2,480.00
Sign Support Footings	All	Required (30%)		870.00

Metal Sign Posts	All Required (77%)			$ 3,752.00
Single Post Sign Structure	All Required (45%)			810.00
Wood Sign Posts	All Required (47%)			1,504.00
Type "A" Signs in Place	2,646 sq.ft.		5.85	15,479.10
Type "CP", "DP" and "GP" Signs in Place	594 sq.ft.		3.70	2,197.80
Type "BP", "EP", "HP" and "MP" Signs in Place	216 sq.ft.		3.60	777.60
Type "NP" Signs in Place	34 sq.ft.		5.00	170.00
				$432,936.50
Salvage Credit for Salvaged and Stockpiled Guard Rail	330 lin.ft.		1.25	- 412.50 Cr.
				$432,526.00
Flagging (57½ of contractor's cost:)	All Required (80%)			800.00
Move Butterfly Sign to Portland	All Required			100.00
	Subtotal			$433,426.00
	10% Engr. & Cont.			43,342.00
	Total			$476,768.00

Length of Roadway - - - - - 3.578 miles
Length of 5 Structures - - 0.121 mile (exceptions)
Total Length - - - - - - - 3.699 miles
Cost of Roadway per Mile - $133,249.86

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Roadway (A.C. Pavement)	$221,804.00	$213,000.00	$18,804.00
Roadway (Oiling)	476,768.00	438,000.00	38,768.00
	$698,572.00	$651,000.00	$57,572.00

State Funds for Constr.: Chap. 173, Laws 1917; Chap. 31, Laws 1930; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(39)81

THE DALLES-FIFTEENMILE CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 28, 1963

Type Code 6201
Roadway (Sta. 2253+99.60 to Sta. 2302+40)(Contract 6148)

General Excavation, Unclassified	2,500 cu.yds.	$ 1.00	$ 2,500.00
Embankment in Place	2,200 cu.yds.	0.50	1,100.00
4-Inch Galvanized Water Pipe	300 lin.ft.	2.00	600.00
Type 2 Fence	430 rods	7.25	3,117.50
Salvage and Reinstall Median Barrier	700 lin.ft.	2.00	1,400.00
Guard Rail-Salvaged Barricade	1,900 lin.ft.	1.25	2,375.00
Portable Barricades	6 only	70.00	420.00
Metal Guard Rail	6,300 lin.ft.	2.30	14,490.00
Metal Median Barrier	4,900 lin.ft.	3.60	17,640.00
Type 2 Barricade	1,900 lin.ft.	5.00	9,500.00
Rail End Pieces	40 only	4.50	180.00
Salvage and Reinstall Type 2 Barricade	1,300 lin.ft.	1.50	1,950.00
Guide Posts, W-1	30 only	6.00	180.00
Guide Posts, Y-2	90 only	7.50	675.00
Guide Posts, Y-3	2 only	10.00	20.00
Coarse Crushed Material in Base	23,200 tons	1.40	32,480.00
3/4"-0 Material in Base	3,900 tons	1.40	5,460.00
Sprinkling	500 M-gal.	2.00	1,000.00
Plant-Mix Bituminous Base	6,400 tons	3.60	23,040.00
Asphalt in Bituminous Base	270 tons	31.00	8,370.00
Preparation of Base	All Required (20%)		300.00
Asphaltic Concrete Mixture	9,700 tons	3.85	37,345.00
Asphalt in Mixture	540 tons	31.00	16,740.00
Asphaltic Concrete Traffic Markers, Type L	100 lin.ft.	1.00	100.00
Removal of Existing Sign Installations	All Required (60%)		90.00
Furnish 8" BP 36# Steel Piling	218 lin.ft.	4.50	981.00
Drive Steel Piles	13 only	80.00	1,040.00
Sign Support Footings	All Required (70%)		2,030.00
Metal Sign Post	All Required (21%)		1,008.00
Butterfly Sign Structures	All Required		3,600.00
Single Post Sign Frames	All Required (55%)		990.00
Wood Sign Posts	All Required (45%)		1,440.00
Overhead Sign Illumination Equipment	All Required		2,800.00
Type "A" Signs in Place	2,071 sq.ft.	5.85	12,115.35
Type "C", "D" and "R" Signs in Place	684 sq.ft.	3.70	2,530.80
Type "E", "F", "G" and "M" Signs in Place	197 sq.ft.	3.60	709.20
Type "P" Signs in Place	43 sq.ft.	5.00	215.00
			$ 210,531.85

Flagging (57½% of Contractor's Cost)	All Required (20%)	$ 200.00
	Subtotal	210,731.85
	10% Engr. & Cont.	21,072.15
	Total	$231,804.00

Length of Roadway - - - - - - - - - - - - - - -0.737 miles
Length of 3 Strs. - - - - - - - - - - - - - - -0.180 miles (Exceptions)
Total Length- - - - - - - - - - - - - - - - - -0.917 miles
Cost of Roadway per Mile- - - - - - - - - - -$314,523.74

Type Code 6211
Roadway (Sta. 2302+15 to Sta. 2499+62) (Contract 6348)

General Excavation, Unclassified	3,900 cu.yds.	$ 1.00	$ 3,900.00
Embankment in Place	3,800 cu.yds.	0.50	1,900.00
Type 2 Fence	1,070 rods	7.25	7,757.50
Type 3 Fence	12 rods	20.00	240.00
Salvage and Stockpile Guard Rail	330 lin.ft.	1.25	412.50
Salvage and Reinstall Median Barrier	900 lin.ft.	2.00	1,800.00
Guard Rail-Salvaged Barricade	1,500 lin.ft.	1.25	1,875.00
Portable Barricades	9 only	70.00	630.00
Metal Guard Rail	38,900 lin.ft.	2.30	89,470.00
Metal Median Barrier	20,100 lin.ft.	3.60	72,360.00
Type 2 Barricade	1,500 lin.ft.	5.00	7,500.00
Rail End Pieces	80 only	4.50	360.00
Salvage and Reinstall Type 2 Barricade	600 lin.ft.	1.50	900.00
Guide Posts, W-1	180 only	6.00	1,080.00
Guide Posts, Y-2	165 only	7.50	1,237.50
Guide Posts, Y-3	4 only	10.00	40.00
Coarse Crushed Material in Base	52,500 tons	1.40	73,500.00
3/4"-0 Material in Base	22,900 tons	1.40	32,060.00
Sprinkling	1,530 M-gal.	2.00	3,060.00
Plant-Mix Bituminous Base	2,600 tons	3.60	9,360.00
Asphalt in Bituminous Base	110 tons	31.00	3,410.00
Preparation of Base	All Required (80%)		1,200.00
3/4"-0 Material in Binder Course	1,000 cu.yds.	2.50	2,500.00
Furnishing and Placing Aggregates	8,700 cu.yds.	2.75	23,925.00
RC-250 Asphalt	155 tons	42.00	6,510.00
120-150 Asphalt	680 tons	38.00	25,840.00
RS-1 Asphalt	190 tons	42.00	7,980.00
Asphaltic Concrete Mixture	3,800 tons	3.85	14,630.00
Asphalt in Mixture	200 tons	31.00	6,200.00
Asphaltic Concrete Curbs	660 lin.ft.	1.50	990.00
Removal of Existing Sign Installations	All Required (40%)		60.00
Furnish 8" BP 36# Steel Piling	494 lin.ft.	4.50	2,223.00
Drive Steel Piles	31 only	80.00	2,480.00
Sign Support Footings	All Required (30%)		870.00

Metal Sign Posts	All Required (79%)		$ 3,792.00
Single Post Sign Structure	All Required (45%)		810.00
Wood Sign Posts	All Required (55%)		1,760.00
Type "A" Signs in Place	2,866 sq.ft.	$ 5.85	16,766.10
Type "C", "D" and "E" Signs in Place	778 sq.ft.	3.70	2,878.60
Type "E", "F", "G" and "M" Signs in Place	225 sq.ft.	3.60	810.00
Type "P" Signs in Place	34 sq.ft.	5.00	170.00
Revision of Existing Sign Installations	All Required		500.00
			$435,747.20
Flagging (57½% of Contractor's Cost)	All Required (80%)		$ 800.00
Move Butterfly Sign to Portland	All Required		100.00
	Subtotal		$436,647.20
	10% Engr. & Cont.		43,663.80
	Total		$480,311.00

Length of Roadway - - - - - - - - - - - - 3.578 miles
Length of 5 Strs. - - - - - - - - - - - - 0.121 miles (Exceptions)
Total Length- - - - - - - - - - - - - - - 3.699 miles
Cost of Roadway per Mile- - - - - - - - - $134,240.07

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway (A.C. Pavement)	$231,804.00	$213,000.00	$ 18,804.00
Roadway (Oiling)	480,311.00	441,000.00	39,311.00
	$712,115.00	$654,000.00	$ 58,115.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal-Aid
Project No. I-0084-3(39)81

THE DALLES-FIFTEENMILE CANYON SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 10, 1963

Type Code 6201
Roadway (Sta. 2253+99.60 to Sta. 2499+62)

General Excavation, Unclassified	6,400	cu.yd.	$ 0.75	$ 4,800.00
Embankment in Place	6,000	cu.yd.	1.25	7,500.00
4-inch Galvanized Water Pipe	300	lin.ft.	3.75	1,125.00
Type 2 Fence	1,500	rod	7.00	10,500.00
Type 3 Fence	12	rod	25.00	300.00
Salvage and Stockpile Guard Rail	330	lin.ft.	1.00	330.00
Salvage and Reinstall Median Barrier	1,800	lin.ft.	2.00	3,600.00
Guard Rail - Salvaged Barricade	2,600	lin.ft.	1.00	2,600.00
Portable Barricades	10	only	75.00	750.00
Metal Guard Rail	46,000	lin.ft.	2.75	126,500.00
Metal Median Barrier	25,000	lin.ft.	3.75	93,750.00
Type 2 Barricade	2,600	lin.ft.	4.50	11,700.00
Rail End Pieces	120	only	5.00	600.00
Salvage and Reinstall Type 2 Barricade	1,900	lin.ft.	1.50	2,850.00
Guide Posts, W-1	210	only	7.00	1,470.00
Guide Posts, Y-2	255	only	7.50	1,912.50
Guide Posts, Y-3	6	only	8.00	48.00
Coarse Crushed Material in Base	75,700	ton	1.35	102,195.00
3/4" - 0 Material in Base	26,800	ton	1.45	38,860.00
Sprinkling	2,030	M-gal.	3.00	6,090.00
Plant-Mix Bituminous Base	9,000	ton	4.00	36,000.00
Asphalt in Bituminous Base	380	ton	34.00	12,920.00
Preparation of Base	All	Required		2,500.00
3/4" - 0 Material in Binder Course	1,000	cu.yd.	3.50	3,500.00
Furnishing and Placing Aggregates	8,700	cu.yd.	3.60	31,320.00
RC-250 Asphalt	155	ton	42.00	6,510.00
120-150 Asphalt	680	ton	40.00	27,200.00
RS-1 Asphalt	190	ton	42.00	7,980.00
Asphaltic Concrete Mixture	13,500	ton	4.15	56,025.00
Asphalt in Mixture	740	ton	34.00	25,160.00
Asphaltic Concrete Traffic Markers, Type L	100	lin.ft.	1.00	100.00
Asphaltic Concrete Curbs	660	lin.ft.	1.00	660.00
Removal of Existing Sign Installations	All	Required		500.00
Furnish 8" BP 36# Steel Piling	712	lin.ft.	5.00	3,560.00

Drive Steel Piles	44 only	$70.00	$ 3,080.00
Sign Support Footings	All Required		3,000.00
Metal Sign Posts	All Required		6,130.00
Butterfly Sign Structure	All Required		4,500.00
Single Post Sign Structure	All Required		3,200.00
Wood Sign Posts	All Required		2,860.00
Overhead Sign Illumination Installation	All Required		2,200.00
Type "A" Signs in Place	4,937 sq.ft.	6.70	33,077.90
Type "C", "D" and "E" Signs in Place	1,462 sq.ft.	3.65	5,336.30
Type "E", "F", "G" and "H" Signs in Place	422 sq.ft.	4.05	1,709.10
Type "P" Signs in Place	77 sq.ft.	6.25	481.25
Revision of Existing Sign Installations	All Required		500.00
			$697,490.05
Flagging (57½ of Contractor's Cost)	All Required		1,000.00
	Subtotal		$698,490.05
	10% Engr. & Cont.		69,848.95
	Total		$768,339.00

Length of Roadway - - - - - - - -	4.315 Miles
Length of 8 Structures- - - - -	0.301 Mile (Exceptions)
Total Length- - - - - - - - - -	4.616 Miles
Cost of Roadway Per Mile- - - -	$178,062.34

Federal Funds -	$706,000.00
State Funds -	62,339.00
	$768,339.00

Unit - Fortymile Creek Section

Cost Est... 15-

Item No.	Item	Quantity	Unit Price	Amount
	ROADWORK			
1	General excavation, Unclassified	6400 Cu Yds	75¢	4800-
2	Embankment in place	6000 " "	1.25	7500-
3	4 inch Galvanized Water Pipe	300 Lin Ft	3.75	1125-
4	Type 2 Fence	1500 Lin Ft	7-	10500-
5	Type 3 Fence	12 "	25-	300-
6	Salvage and Reset Guard Rail	330 Lin Ft	1-	330-
7	Furnish and Install Median Barrier	1800 " "	2-	3600-
8	Furnish and Salvaged Barricade	2600 " "	1-	2600-
9	Portable Barricades	10 Only	75-	750-
10	Metal Guard Rail	45000 Lin Ft	2.75	123750-
11	" " Median Barrier	25000 " "	3.75	93750-
12	Type 2 Barricade	2600 " "	4.50	11700-
13	Steel Cut Pieces	120 Only	5-	600-
14	Salvage and Reinstall Type 2 Barricade	1900 Lin Ft	1.50	2850-
15	Guide Posts, W-1	21 Only	7-	147.00
16	" " , W-2	255 "	7.50	1912.50
17	" " , W-3	6 "	8-	48-
18	Coarse Crushed Material in base	95700 Tons	1.35	102195-
19	3/4"-0 Material in Base	26500 "	1.45	38,860-
20	Sprinkling	2000 M Gals	3-	6000-
21	Plant-Mix Bituminous Base	9000 Tons	4-	36000-
22	Asphalt in Bituminous Base	380 "	34-	12920-
23	Preparation of Base	All Required		2500-
24	3/4"-0 Material in Binder Course	1000 Cu Yds	3.50	3500-
25	Furnishing and Placing Aggregates	8700 " "	3.60	31320-
26	EC-250 Asphalt	155 Tons	42-	6510-
27	RC-250 "	680 "	40-	27200-
28	RC-1 "	150 "	42-	1750-
29	Asphaltic Concrete Mixture	13500 "	4.15	56025-
30	Asphalt in Mixture	740 "	34-	25160-
31	Asphaltic Concrete Traffic Markers, Type L	100 Lin Ft	1-	100-
32	Asphaltic Concrete Curbs	600 " "	1-	600-
	SIGNING			
33	Removal of Existing Sign Installation	All Required		500-
34	Furnish & BP36 Steel Piling	712 Lin Ft	5-	3560-
35	Drive Steel Piles	44 Only	70-	3080-
36	Sign Support Footings	All Required		3600-

Valley - Fifteenmile Creek Section

Cost Estimate

37	Metal Sign Posts	All Required		6120-
38	Built-up Sign Structure	" "		4500-
39	Single Post Sign Frame	" "		3200-
40	Wood Sign Posts	" "		2800-
41	Overhead Sign Illumination Installation	" "		2200-
42	Type "A" Signs in Place	4937 Sq. Ft.	6.70	33077.90
43	Type "C" "D" + "K" Signs in Place	1462 " "	3.65	5336.30
44	Type "E" "F" "G" + "M" Signs in Place	422 " "	4.05	1709.10
45	Type "P" Signs in Place	77 " "	6.25	481.25
46	Revision of Existing Sign Installation	All Required		500-
				$ 69,743.05
	Flagging	* 1000		1000.00
				68,490.05
		12 1/2 %		~~8,561.26~~
				$ 77,051.31
				$ 69,743.05

S U M M A R Y

Length of F.A. Project 4.616 Miles

	ITEM	UNIT	NET QUANT.	ALLOW.	TOTAL	SEGREGATION of QUANTITIES A.C. Pavement Sta 22539+49.20 to Sta 23062+15	SEGREGATION of QUANTITIES Oiling Sta 23062+15 to Sta 24462+
ROADWORK	General Excavation, Unclassified	Cu. Yd.	5,845	555	6,400	2500	3900
	Embankment in Place	" "	5,500	500	6,000	2200	3800
	4-inch Galvanized Water Pipe	Lin. Ft.	280	20	300	300	
	Type 2 Fence	Rod.	1,400	100	1,500	430	1070
	" 3 "	"	10	2	12		12
	Salvage and Stockpile Guard Rail	Lin. Ft.	300	30	330		330
	Salvage and Reinstall Median Barrier	" "	1,775	25	1,800	800	1000
	Guard Rail - Salvaged Barricade	" "	2,450	150	2,600	1400	1200
	Portable Barricades	One	9	1	10	6	4
	Metal Guard Rail	Lin Ft	41,925	4,075	46,000	6800	39200
	Metal Median Barrier	" "	24,371	629	25,000	4900	20100
	Type 2 Barricade	" "	2,450	150	2600	1400	1200
	Rail End Pieces	One	110	10	120	40	80
	Salvage and Reinstall Type 2 Barricade	Lin Ft.	1,750	150	1,900	1300	600
	Guide Posts, W-1	" "	191	19	210	30	180
	" " , W-2	" "	233	22	255	90	165
	" " , W-3	" "	5	1	6	2	4
	Coarse Crushed Material in Base	Ton	68,845	6,855	75,700	23200	52500
	3/4"-0 Material in Base	"	24,361	2,439	26,800	3900	22900
	Sprinkling	M-Gal.	1,844	186	2,030	500	1530
	Plant-Mix Bituminous Base	Ton	8,305	695	9,000	6400	2600
	Asphalt in Bituminous Base	"	353	27	380	270	110
	Preparation of Base	All	All		All	20% All	80% All
	3/4"-0 Material in Binder Course	Cu Yd.	918	81	1,000		1000
	Furnishing and Placing Aggregates	" "	8,273	427	8,700		8700
	RC-250 Asphalt	Ton	141	14	155		155
	120-150 Asphalt	"	622	58	680		630
	RS-1 Asphalt	"	173	17	190		190
	Asphaltic Concrete Mixture	"	12,792	708	13,500	9700	3800
	Asphalt in Mixture	"	704	36	740	540	200
	Asphaltic Concrete Traffic Markers, Type L	Lin Ft	80	20	100	100	
	Asphaltic Concrete Curbs	" "	600	60	660		660
SIGNING	Removal of Existing Sign Installations	All	All		All		
	Furnish 8BP36 Steel Piling	Lin Ft	712		712		
	Drive Steel Piles	Each	40	4	44		
	Sign Support Footings	All	All		All		
	Metal Sign Posts	"	"		"		
	Butterfly Sign Structure	"	"		"		
	Single Post Sign Frames	"	"		"		
	Wood Sign Posts	"	"		"		
	Overhead Sign Illumination Installation	"	"		"		
	Type "A" Signs in Place	Sq Ft	4,937		4,937		
	Type "C", "D" and "R" Signs in Place	" "	1,462		1,462		
	Type "E", "F", "G" and "M" Signs in Place	" "	422		422		
	Type "P" Signs in Place	" "	77		77		
	Revision of Existing Sign Installation	All	All		All		

SUMMARY

The Dalles Bypass SECTION

Item	Unit	Quantity 2302+15 West	Quantity 2302+15 East	Allowance	Total
Removal of Existing Sign Installations	All	60%	40%	—	All
Furnish 8BP36 Steel Piling	Lin. Ft.	218	494	—	712
Furnish 10BP42 Steel Piling	Lin. Ft.			—	
Drive Steel Piles	Each	12	28	West 1 / East 3	44
Sign Support Footings	All	70%	30%	—	All
Metal Sign Posts	All	21%	79%	—	All
Butterfly Sign Structure	All	100%	- - -	—	All
Single Post Sign Frames	All	55%	45%	—	All
	All			—	All
Wood Sign Posts	All	45%	55%	—	All
Overhead Sign Illumination Equipment	All	100%	- - -	—	All
Type "A" and "B" Signs in Place	Sq. Ft.	2071	2866	—	4937
Type "C", "D", "R" and "T" Signs in Place	Sq. Ft.	684	778	—	1462
Type "E", "F", "G" and "M" Signs in Place	Sq. Ft.	197	225	—	422
Type "H" Signs in Place	Sq. Ft.			—	
Type "K" and "S" Signs in Place	Sq. Ft.			—	
Type "P" Signs in Place	Sq. Ft.	43	34	—	77
Revision of Existing Sign Installation	All	- - -	100%	- - -	All

SUMMARY

The Dalles Bypass SECTION

Item	Unit	Quantity 2302+15 West	Quantity 2302+15 East	Allowance	Total
Removal of Existing Sign Installations	All	60%	40%	—	All
Furnish 8BP36 Steel Piling	Lin. Ft.	218	494	—	712
~~Furnish 10BP42 Steel Piling~~	~~Lin. Ft.~~				
Drive Steel Piles	Each	12	28	West 1 / East 3	44
Sign Support Footings	All	70%	30%	—	All
Metal Sign Posts	All	21%	79%	—	All
Butterfly Sign Structure	All	100%	- - -	—	All
Single Post Sign Frames	All	55%	45%	—	All
	All			—	All
Wood Sign Posts	All	45%	55%	—	All
Overhead Sign Illumination Equipment	All	100%	- - -	—	All
Type "A" and "T" Signs in Place	Sq. Ft.	2071	2866	—	4937
Type "C", "D", "R" and "W" Signs in Place	Sq. Ft.	684	778	—	1462
Type "E", "F", "G" and "M" Signs in Place	Sq. Ft.	197	225	—	422
~~Type "H" Signs in Place~~	~~Sq. Ft.~~			—	
~~Type "K" and "S" Signs in Place~~	~~Sq. Ft.~~			—	
Type "P" Signs in Place	Sq. Ft.	43	34	—	77
Revision of Existing Sign Structures	All	- - -	100%	- - -	All

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(39)82

THE DALLES-FUTTERMILK CREEK SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 11, 1963

Type Code 6201
Roadway (Sta. 2253+99.60 to Sta. 2302+40)

General Excavation, Unclassified	2,500	cu.yds.	$ 0.75	$ 1,875.00
Embankment in Place	2,200	cu.yds.	1.25	2,750.00
4-inch Galv. Water Pipe	300	lin.ft.	3.75	1,125.00
Type 2 Fence	430	rods	7.00	3,010.00
Salvage and Reinstall Median Barrier	800	lin.ft.	2.00	1,600.00
Guard Rail-Salvaged Barricade	1,400	lin.ft.	1.00	1,400.00
Portable Barricades	6	only	75.00	450.00
Metal Guard Rail	6,800	lin.ft.	2.75	18,700.00
Metal Median Barrier	4,900	lin.ft.	3.75	18,375.00
Type 2 Barricade	1,400	lin.ft.	4.50	6,300.00
Rail End Pieces	40	only	5.00	200.00
Salvage and Reinstall Type 2 Barricade	1,300	lin.ft.	1.50	1,950.00
Guide Posts, M-1	30	only	7.00	210.00
Guide Posts, Y-2	90	only	7.50	675.00
Guide Posts, Y-3	2	only	8.00	16.00
Coarse Crushed Material in Base	23,200	tons	1.35	31,320.00
3/4"-0 Material in Base	3,900	tons	1.45	5,655.00
Sprinkling	500	M-Gal.	3.00	1,500.00
Plant-Mix Bituminous Base	6,400	tons	4.00	25,600.00
Asphalt in Bituminous Base	270	tons	34.00	9,180.00
Preparation of Base	All	Required	(20%)	500.00
Asphaltic Concrete Mixture	9,700	tons	4.15	40,255.00
Asphalt in Mixture	540	tons	34.00	18,360.00
Asphaltic Concrete Traffic Markers, Type L	100	lin.ft.	1.00	100.00
Removal of Existing Sign Installations	All	Required	(60%)	300.00
Furnish 8" WF 36# Steel Piling	218	lin.ft.	5.00	1,090.00
Drive Steel Piles	13	only	70.00	910.00
Sign Support Footings	All	Required	(70%)	2,100.00
Metal Sign Post	All	Required	(21%)	1,287.30
Butterfly Sign Structures	All	Required		4,500.00
Single Post Sign Frame	All	Required	(55%)	1,760.00

Wood Sign Posts	All Required (45%)		$ 1,287.00
Overhead Sign Illumination Equipment	All Required		2,200.00
Type "A" Signs in Place	2,071 sq.ft.	$ 6.70	13,875.70
Type "C", "D" and "E" Signs in Place	684 sq.ft.	3.65	2,496.60
Type "H", "J", "G" and "K" Signs in Place	197 sq.ft.	4.05	797.85
Type "F" Signs in Place	43 sq.ft.	6.25	268.75
			$23,979.20
Flagging (57½% of Contractors Cost)	All Required (20%)		200.00
	Subtotal		$24,179.20
	10% Engr. & Cont.		22,417.80
	Total		$246,597.00

Length of Roadway - - - - - - - - - - - - - -0.737 miles
Length of 3 Strs. - - - - - - - - - - - - - -0.180 miles (Exception)
Total Length - - - - - - - - - - - - - - - -0.917 miles
Cost of Roadway per Mile- - - - - - - - - -$334,595.65

Type Code 231
Roadway (Sta. 2302+15 to Sta. 2499+62)

General Excavation, Unclassified	3,900	cu.yds.	$ 0.75	$ 2,925.00
Embankment in Place	3,800	cu.yds.	1.25	4,750.00
Type 2 Fence	1,070	rods	7.00	7,490.00
Type 3 Fence	12	rods	25.00	300.00
Salvage and Stockpile Guard Rail	330	lin.ft.	1.00	330.00
Salvage and Reinstall Median Barrier	1,000	lin.ft.	2.00	2,000.00
Guard Rail-Salvaged Barricade	1,200	lin.ft.	1.00	1,200.00
Portable Barricades	4	only	75.00	300.00
Metal Guard Rail	39,200	lin.ft.	2.75	107,800.00
Metal Median Barrier	20,100	lin.ft.	3.75	75,375.00
Type 2 Barricade	1,200	lin.ft.	4.50	5,400.00
Rail End Pieces	80	only	5.00	400.00
Salvage and Reinstall Type 2 Barricade	600	lin.ft.	1.50	900.00
Guide Posts, W-1	180	only	7.00	1,260.00
Guide Posts, Y-2	165	only	7.50	1,237.50
Guide Posts, Y-3	4	only	8.00	32.00
Coarse Crushed Material in Base	52,500	tons	1.35	70,875.00
3/4"-0 Material in Base	22,900	tons	1.45	33,205.00
Sprinkling	1,530	M-Gals.	3.00	4,590.00

Plant-Mix Bituminous Base	2,600 tons	$ 4.00	$ 10,400.00
Asphalt in Bituminous Base	110 tons	34.00	3,740.00
Preparation of Base	All Required (80%)		2,000.00
3/4"-0 Material in Binder Course	1,000 cu.yds.	3.50	3,500.00
Furnishing and Placing Aggregates	8,700 cu.yds.	3.60	31,320.00
RC-250 Asphalt	155 tons	42.00	6,510.00
120-150 Asphalt	680 tons	40.00	27,200.00
RS-1 Asphalt	190 tons	42.00	7,980.00
Asphaltic Concrete Mixture	3,800 tons	4.15	15,770.00
Asphalt in Mixture	200 tons	34.00	6,800.00
Asphaltic Concrete Curbs	660 lin.ft.	1.00	660.00
Removal of Existing Sign Installation	All Required (40%)		200.00
Furnish 8" BP 36# Steel Piling	494 lin.ft.	5.00	2,470.00
Drive Steel Piles	31 only	70.00	2,170.00
Sign Support Footings	All Required (30%)		900.00
Metal Sign Posts	All Required (79%)		4,842.70
Single Post Sign Structure	All Required (45%)		1,440.00
Wood Sign Posts	All Required (55%)		1,573.00
Type "A" Signs in Place	2,866 sq.ft.	$ 6.70	$ 19,202.20
Type "C", "D" and "E" Signs in Place	778 sq.ft.	3.65	2,839.70
Type "G", "F", "G" and "H" Signs in Place	225 sq.ft.	4.05	911.25
Type "P" Signs in Place	34 sq.ft.	6.25	212.50
Revision of Existing Sign Installations	All Required		500.00
			$473,510.85
Flagging (57½$ of Contractors Cost)	All Required (80%)		$ 800.00
	Subtotal		$474,310.85
	10% Engr. & Cont.		47,430.15
	Total		$521,741.00

Length of Roadway - - - - - - - - - - -3.578 miles
Length of 5 Strs. - - - - - - - - - - -0.121 miles (Exceptions)
Total Length - - - - - - - - - - - -3.699 miles
Cost of Roadway per Mile- - - - - - - -$145,819.17

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway (A.C. Pavement)	$ 246,597.00	$206,000.00	$ 20,597.00
Roadway (Oiling)	521,741.00	480,000.00	41,741.00
	$768,338.00	$706,000.00	$ 62,338.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(39)81

THE DALLES-FIFTEENMILE CREEK SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon September 23, 1963

Type Code 6201
Roadway (Sta. 2253+99.60 to Sta. 2302+40)

General Excavation, Unclassified	2,500	cu.yds.	$ 0.75	$ 1,875.00
Embankment in Place	2,200	cu.yds.	1.25	2,750.00
4-inch Galvanized Water Pipe	300	lin.ft.	3.75	1,125.00
Type 2 Fence	430	rods	7.00	3,010.00
Salvage and Reinstall Median Barrier	700	lin.ft.	2.00	1,400.00
Guard Rail-Salvaged Barricade	1,900	lin.ft.	1.00	1,900.00
Portable Barricades	6	only	75.00	450.00
Metal Guard Rail	6,300	lin.ft.	2.75	17,325.00
Metal Median Barrier	4,900	lin.ft.	3.75	18,375.00
Type 2 Barricade	1,900	lin.ft.	4.50	8,550.00
Rail End Pieces	40	only	5.00	200.00
Salvage and Reinstall Type 2 Barricade	1,300	lin.ft.	1.50	1,950.00
Guide Posts, W-1	30	only	7.00	210.00
Guide Posts, Y-2	90	only	7.50	675.00
Guide Posts, Y-3	2	only	8.00	16.00
Coarse Crushed Material in Base	23,200	tons	1.35	31,320.00
3/4"-0 Material in Base	3,900	tons	1.45	5,655.00
Sprinkling	500	M-gal.	3.00	1,500.00
Plant-Mix Bituminous Base	6,400	tons	4.00	25,600.00
Asphalt in Bituminous Base	270	tons	34.00	9,180.00
Preparation of Base	All	Required (20%)		500.00
Asphaltic Concrete Mixture	9,700	tons	4.15	40,255.00
Asphalt in Mixture	540	tons	34.00	18,360.00
Asphaltic Concrete Traffic Markers Type L	100	lin.ft.	1.00	100.00
Removal of Existing Sign Installations	All	Required (60%)		300.00
Furnish 8" BP 36# Steel Piling	218	lin.ft.	5.00	1,090.00
Drive Steel Piles	13	only	70.00	910.00
Sign Support Footings	All	Required (70%)		2,100.00
Metal Sign Post	All	Required (21%)		1,287.30
Butterfly Sign Structure	All	Required		4,500.00
Single Post Sign Frames	All	Required (55%)		1,760.00
Wood Sign Posts	All	Required (45%)		1,287.00
Overhead Sign Illumination Equipment	All	Required		2,200.00
Type "A" Signs in Place	2,071	sq.ft.	6.70	13,875.70

Type "C", "D" and "R" Signs in Place	684 sq.ft.	$ 3.65	$ 2,496.60
Type "E", "P", "G" and "M" Signs in Place	197 sq.ft.	4.05	797.85
Type "P" Signs in Place	43 sq.ft.	6.25	268.75
			$225,154.20
Flagging (57½% of Contractor's Cost)	All Required (20%)		200.00
	Subtotal		$225,354.20
	10% Engr. & Cont.		22,534.80
	Total		$247,889.00

Length of Roadway . . . . . 0.737 Miles
Length of 3 Structures. . . . . 0.180 Mile (Exception)
Total Length . . . . . 0.917 Mile
Cost of Roadway Per Mile. $336,348.71

Type Code 5231
Roadway (Sta. 2302+15 to Sta. 2499+62)

General Excavation, Unclassified	3,900	cu.yds.	$ 0.75	$ 2,925.00
Embankment in Place	3,800	cu.yds.	1.25	4,750.00
Type 2 Fence	1,070	rods	7.00	7,490.00
Type 3 Fence	12	rods	25.00	300.00
Salvage and Stockpile Guard Rail	330	lin.ft.	1.00	330.00
Salvage and Reinstall Median Barrier	900	lin.ft.	2.00	1,800.00
Guard Rail-Salvaged Barricade	1,500	lin.ft.	1.00	1,500.00
Portable Barricades	9	only	75.00	675.00
Metal Guard Rail	38,900	lin.ft.	2.75	106,975.00
Metal Median Barrier	20,100	lin.ft.	3.75	75,375.00
Type 2 Barricade	1,500	lin.ft.	4.50	6,750.00
Rail End Pieces	80	only	5.00	400.00
Salvage and Reinstall Type 2 Barricade	600	lin.ft.	1.50	900.00
Guide Posts, W-1	180	only	7.00	1,260.00
Guide Posts, Y-2	165	only	7.50	1,237.50
Guide Posts, Y-3	4	only	8.00	32.00
Coarse Crushed Material in Base	52,500	tons	1.35	70,875.00
3/4"-0 Material in Base	22,900	tons	1.45	33,205.00
Sprinkling	1,530	M-gals.	3.00	4,590.00
Plant-Mix Bituminous Base	2,600	tons	4.00	10,400.00
Asphalt in Bituminous Base	110	tons	34.00	3,740.00
Preparation of Base	All	Required (80%)		2,000.00
3/4"-0 Material in Binder Course	1,000	cu.yds.	3.50	3,500.00
Furnishing and Placing Aggregates	8,700	cu.yds.	3.60	31,320.00
RC-250 Asphalt	155	tons	42.00	6,510.00
120-150 Asphalt	680	tons	40.00	27,200.00

RS-1 Asphalt	190	tons	$ 42.00	$ 7,980.00
Asphaltic Concrete Mixture	3,800	tons	4.15	15,770.00
Asphalt in Mixture	200	tons	34.00	6,800.00
Asphaltic Concrete Curbs	660	lin.ft.	1.00	660.00
Removal of Existing Sign Installation	All Required	(40%)		200.00
Furnish 8" BP 36# Steel Piling	494	lin.ft.	5.00	2,470.00
Drive Steel Piles	31	only	70.00	2,170.00
Sign Support Footings	All Required	(30%)		900.00
Metal Sign Posts	All Required	(79%)		4,842.70
Single Post Sign Structure	All Required	(45%)		1,440.00
Wood Sign Posts	All Required	(55%)		1,573.00
Type "A" Signs in Place	2,866	sq.ft.	6.70	19,202.20
Type "C", "D" and "R" Signs in Place	778	sq.ft.	3.65	2,839.70
Type "E", "F", "G" and "M" Signs in Place	225	sq.ft.	4.05	911.25
Type "P" Signs in Place	34	sq.ft.	6.25	212.50
Revision of Existing Sign Installations	All Required			500.00
				$474,510.85
Flagging (57½% of Contractor's Cost)	All Required	(80%)		800.00
Move Butterfly Sign to Portland	All Required			100.00
	Subtotal			$475,410.85
	10% Engr. & Cont.			47,540.15
	Total			$522,951.00

Length of Roadway . . . . . 3.578 Miles
Length of 5 Structures. . . . . 0.121 (Exceptions)
Total Length . . . . . 3.699 Miles
Cost of Roadway Per Mile. $146,157.35

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway (A.C. Pavement)	$247,889.00	$228,000.00	$19,889.00
Roadway (Oiling)	522,951.00	481,000.00	41,951.00
	$770,840.00	$709,000.00	$61,840.00

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FORM E-30X SOM 3-63 40008

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1964

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

SUBJECT: J. E. Scherrer Drainage Problem
The Dalles-Fifteenmile Creek Section
Columbia River Highway
Wasco County
Contract No. 6348

Attached you will find a copy of a letter from Mr. W. G. Johnson of the Union Pacific Railroad in which he asks for additional information concerning the above-captioned drainage problem.

Please review this situation again and supply the information as requested.

By copy of this letter, I am transmitting the original drawings prepared in the field office to Mr. Vernon Shull for his use in obtaining the additional data.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:fp
Attach.
cc Lloyd Shaw
Vernon Shull

NOTED
LLOYD P. SHAW

D

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. Johnson
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

JANUARY 10, 1964

File Ref. D 315 - 2 - 93

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Reference is made to your letter of December 27 relative to the State's proposal to install twin 36-inch pipe culverts under the Railroad's tracks near Station 2314+70 near The Dalles, Oregon.

In line with recent discussions, we request the State to furnish us plan and profile information concerning its proposal for handling the drainage waters northerly of our tracks and property.

It appears that by locating the proposed culverts a few feet westerly of Railroad Station 2314+70, the present topography could be better utilized. Also, rather than have the culverts on a flat grade, it would be desirable to provide sufficient gradient for the culverts and outfall ditches to obtain the necessary velocity of flow for proper drainage.

Construction of both the inlet and outlet ditches will undoubtedly involve rock excavation work, and it also looks as though this type of excavation may be encountered in installing the culvert pipes under the tracks. In view of this we would prefer to have the State's Contractor install the culvert pipes and construct the ditches on Railroad property as well as off our property. A section of each track could be removed, one at a time, by Railroad forces to permit the culvert installation. However, in constructing the

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LLOYD P. SHAW

culvert trenches through the track area, adequate shoring would have to be installed by the Contractor to insure safety of train operations on track remaining in service.

All work in connection with the drainage project would, of course, be done at State's expense, in line with the last sentence of second paragraph of your letter of December 27.

After receipt of new prints from the State showing the complete drainage proposal, in line with the above, we will handle with our Principals for their approval.

In your letter of December 27 you indicated that the twin 36-inch pipes will carry all the volume of water expected through the State's new 72-inch culvert under the highway which was designed as a cattle pass. In order that we may have sufficient information to approve the project, will you kindly advise the volume of water which the State expects that the 36-inch culverts will be required to carry?

Yours very truly,

W. G. Johnson

HOUSTED
HOUSTON SHAW

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November 13, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering directional signing on The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County, Contract No. 6348 in connection with Federal-Aid Project No. I-80N-3(39)81.

This work is necessary for direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

This work is in accordance with the special provisions of the contract and was verbally recommended for approval by the BPR Area Engineer November 8, 1963. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt
Enc.

RECEIVED
NOV 14 1963
FOR FILING

November 13, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State's share of flagging on The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County, Contract No. 6348 in connection with Federal-Aid Project No. I-80N-3(39)81.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

DBP:mb

RECEIVED
NOV 12 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

6348

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 5, 1963

Mail signed by
Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
08-35.0-EC Salem, Oregon

Oregon Project I-80N-3(39)81
The Dalles-Fifteenmile Creek Section

Mr. Young's letter of October 28, 1963 forwarded copies of project agreement estimate for the subject project. This estimate did not show seperately the estimated cost of signing work which is not eligible for Interstate funds as described in our P. S. & E. approval memorandum dated September 16, 1963.

Would you please revise this estimate to show the estimated cost of this signing work as non-participating. Also would you provide the information requested in our September 16 memorandum relative to salvaging and stockpiling of guardrail under this project.

NOTED NOV 5 1963
LLOYD R. SHAW

original to Young
11-8-63

RECEIVED
OCT 11 1963
FOR FILING

COMMISSIONERS
GLENN JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD OLIVER, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 10, 1963

Rogers Const. Co.,
1125 NE Glisan Street
Portland 32
Oregon

Gentlemen:

The State Highway Commission on October 10, 1963, awarded to you State Highway Contract No. 6362 for the following project:

Stone base-oiling-paving-signing on The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County.

This award was based on your low bid of $646,279.05 which was submitted to the Commission on October 8, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Frank Morgan
L. M. Young
R. G. Savage (SLAC)
I. D. Merchant

RECEIVED
OCT 16 1963
FOR FILING

6348

477 Cottage Street, N.E.
Salem, Oregon - 97301

October 10, 1963

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

Original signed by
A. W. Parsons
Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-HC

Oregon Project I-80N-3(39)81
The Dalles-Fifteenmile Creek Section
Oiling, paving and signing

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6348 to Rogers Construction Company of Portland, Oregon, low bidder in the amount of $646,279.05 at the October 8, 1963 bid opening.

Engineer K. Young
10-14-63

NOTED
LLOYD P. SHAW

RECEIVED
OCT 9 1963
FOR FILING

October 7, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

You have requested, in your letter dated September 16, information concerning the disposition of the butterfly sign support that is to be removed under the contract for The Dallas-15 Mile Creek Section.

We will store this sign support for future use on the Astoria-Camp Miles Section of the Oregon Coast Highway. We propose to use this structure at the Smith Point junction at Station L42+10.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
Dean Swift

LEG:njc jw

FORM CD-111 (9-22-58)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

REFERRED TO BY TRAFFIC ENGINEER

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: September 16, 1963

FROM : A. W. Parsons, Division Engineer
08-35.2-DA Salem, Oregon

By: G. R. Brooks
G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-3(39)81
The Dalles-Fifteenmile Creek Section
Oiling, Paving and Signing

P.S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance unnecessary, as indicated in Mr. Wright's September 10, 1963 letter.

Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

Our approval shall not be construed as being an agreement as to the ultimate Portland Cement Concrete pavement design since Instructional Memorandum 21-1-62 limits stage construction to flexible type pavements. If Federal-aid participation is desired for the later construction stage, further documentation of project records in accordance with IM 21-1-62 will be necessary.

Prior to the preparation of the project agreement estimate, you should advise this office as to which future Interstate project in the area that salvaged and stockpiled guardrail will be furnished without cost or determine the salvage value and apply a credit to this project or Project I-80N-3(19)84.

Morgan

May we advise you that Federal participation of Interstate funds is not approved for that portion of work pertaining to signing of intersection of existing Highway (US 30) and Yakima-Bend route (US 197) and for that portion of Brewery Grade Interchange being constructed under Urban project U-36(12).

Young
Gifford

Mark w/mp
Morgan
Masson
Wright

Crandall
(more)
Litchfield

NOTED
LLOYD P. SHAW
RECEIVED
SEP 27 1963
TRAFFIC ENGINEERING

NOTED
L. E. GEORGE

Crandall

Further, we note that an existing butterfly sign structure at Station 204+75 is being removed and stockpiled under this contract. It is our understanding that you have plans for using this structure on a future project in the Astoria area. Would you please advise this office of the project to which this structure is to be furnished the contractor at no cost for materials.

We wish also to confirm verbal agreements reached with your Mr. Decker to change the special provisions for Plant Mix Bituminous Base. These agreements were to utilize 1-1/2"-0 designated size aggregate and a percentage of Bituminous Cement of 3.0 to 4.5. Also construction in a single lift is to be allowed for the 3" Course.

Attachment

RECEIVED
SEP 27 1963
TRAFFIC ENGINEERING

RECEIVED
SEP 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 10 1963
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

October 4, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons
Division Engineer
Salem, Oregon

08-35.2EC

Oregon Project I-80N-3(39)81
The Dalles - Fifteenmile Creek Section
Stage Construction

Mr. Young's September 26, 1963 letter requested clarification of the statement made in our September 16 authorization memorandum regarding our position on the future pavement type for the subject project.

This memorandum confirms verbal advice that it was not our intent to definitely rule out Federal participation for a Portland Cement Concrete pavement.

Our representative verbally advised your representatives that we concurred in your proposal for stage construction of the pavement with the understanding that justification for such construction would be furnished with particular emphasis on the reasons for selecting Portland Cement Concrete.

Instructional Memorandum 21-1-62 outlines conditions whereby stage construction of flexible type pavements may be approved. Since stage construction of rigid type pavements is not discussed therein, our interpretation of this memorandum is that approval authority for such proposals has not been delegated to this office. Consequently, after sufficient time has elapsed to observe the performance of the stage construction and prior to actual construction of the ultimate pavement, we would appreciate receiving supporting information for selecting Portland Cement Concrete, somewhat along the lines outlined in IM 21-1-62 for flexible pavements as well as in the AASHO project procedures guide so that this information may be forwarded for final action by our Regional or Washington office.

NOTED
LLOYD P. SHAW

RECEIVED
OCT 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

=

response to Young
10-9-63

RECEIVED
SEP 30 1963
FOR FILING

FORM E-20X—90M—9-58 43000

1344

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27, 1963

SUBJECT: Scherrer Drainage Problem
The Dalles-Fifteen Mile Creek Section
Columbia River Highway

To:
Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

We have obtained Bureau of Public Roads approval of our plan to install twin 36-inch pipes under the Union Pacific Railroad and dig drainage inlets and outlets to correct the Scherrer drainage at The Dalles. It is recommended that the required work be done under the surfacing, bids for which will be received on October 8.

It will be necessary to get a railroad agreement under which the Union Pacific Railroad will do all necessary work within their right of way, so a plan showing the exact railroad stationing will be necessary. A profile showing the clearance between the top of the pipes and the bottom of the ballast will also be required.

The sketches and sections submitted by you on September 10 are being returned to you under separate cover. Please submit the required plan and profile so that Mr. Litchfield may proceed with the agreement.

F. D. Morgan
Construction Engineer

CHB:fp
Enc.
cc L. P. Shaw
T. W. Litchfield

NOTED
LLOYD P. SHAW

SEP 27 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121 (9-22-58)
(PRES. BY A.O. 208-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engr. DATE: September 23, 1963
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
08-35.8DA Salem, Oregon

SUBJECT: Oregon Project I-80N-3(27)81
The Dalles Section

Reference is made to Mr. G. L. Decker's letter dated September 19, 1963 concerning drainage correction needed on subject project northerly of the Webber Street interchange area.

We concur that corrective measures are needed. We understand that the 72 inch pipe mentioned was also planned for use as a cattle pass and its full capacity was not needed for drainage purposes. It is further understood that the double 36-inch pipe installation will thus service drainage needs adequately.

Federal participation in costs of the drainage revision will depend on your submission of proper supporting data and documents in due course.

CONSTRUCTION DIVISION
RECEIVED
SEP 26 1963

NOTED
LLOYD P. SHAW

LLOYD P. SHAW

RECEIVED
SEP 26 1963
FOR FILING

477 Cottage Street N.E.
Salem, Oregon - 97301

September 16, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
08-35.2-BA Salem, Oregon

By: Original signed by G. R. Brooks
G. R. Brooks
District Engineer

Oregon Project I-80N-3(39)81
The Dalles-Fifteenmile Creek Section
Oiling, Paving and Signing

P.S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance unnecessary, as indicated in Mr. Wright's September 10, 1963 letter.

Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

Our approval shall not be construed as being an agreement as to the ultimate Portland Cement Concrete pavement design since Instructional Memorandum 21-1-62 limits stage construction to flexible type pavements. If Federal-aid participation is desired for the later construction stage, further documentation of project records in accordance with IM 21-1-62 will be necessary.

Prior to the preparation of the project agreement estimate, you should advise this office as to which future Interstate project in the area that salvaged and stockpiled guardrail will be furnished without cost or determine the salvage value and apply a credit to this project or Project I-80N-3(19)84.

May we advise you that Federal participation of Interstate funds is not approved for that portion of work pertaining to signing of intersection of existing Highway (US 30) and Yakima-Bend route (US 197) and for that portion of Brewery Grade Interchange being constructed under Urban project U-36(12).

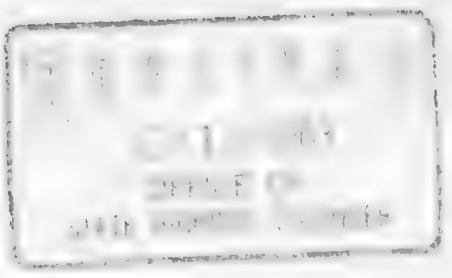
original To Young - with attach.
cc Gifford
9-26-63

(more)

NOTED
LLOYD P. SHAW

Further, we note that an existing butterfly sign structure at Station 204+75 is being removed and stockpiled under this contract. It is our understanding that you have plans for using this structure on a future project in the Astoria area. Would you please advise this office of the project to which this structure is to be furnished the contractor at no cost for materials.

We wish also to confirm verbal agreements reached with your Mr. Docker to change the special provisions for Plant Mix Bituminous Base. These agreements were to utilize 1-1/2"-0 designated size aggregate and a percentage of Bituminous Cement of 3.0 to 4.5. Also construction in a single lift is to be allowed for the 3" Course.



I-80N-4(14) E. Unit, Arlington-Heppner 1963
139 Jct. Interch. Sec., Columbia
#6349 River Hwy. (Grad., Pav. & Sign.)

DEC 6 - 1966

FORM 2-30 50M 7-64 SP*0220-724

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 2, 1966

Salem, Oregon

SUBJECT: SPRAGUES, INC.
LABOR VIOLATIONS

To: MEMORANDUM FOR FILE

On November 28, 1966, we received a Memorandum from the Bureau of Public Roads relating to a review of our Project File I-5-1(55) Wall Creek-Blackbyou Station Section. The Bureau stated a foreman for Sprague Commercial Landscaping, Inc., an approved sub-contractor on this project, had made complaints of failure to receive overtime compensation for work performed. The Bureau informed us they would not process the final report or final voucher until this matter had been resolved.

We immediately obtained a listing of all projects that Sprague, Inc., has either been the prime contractor or sub-contractor on for the Oregon State Highway Department. These projects are as follows:

CONTRACT NO.	[illegible]	[illegible]	PRIME CONTRACTOR	STATUS OF CONTRACT
[illegible]	I-5-[illegible]	South Unit, Klamath Freeway	Sprague, Inc.	Final
[illegible]	I-5-[illegible]	Willamette Valley West Area	Warren Northwest	Active
[illegible]	I-5-[illegible]	Wall Creek-Blackbyou Station	Slate Hall	Final
[illegible]	I-5-[illegible]	Wall Creek-Airport Road	Earl McNutt Co.	Final
6372	I-5-[illegible]-127	Willow Creek-Airport Road	Rogers Const.	Final
6374	I-5-[illegible]-129	E.Unit,Ashland Neppner Jct Inter	Slate Hall	Final
6367	I-5-[illegible]-116	Roberts Mountain	Rogers Const.	Final
6292	I-5-[illegible](3)145	Neppner Jct. Interchange	Slate-Hall	Final
6360	I-5-[illegible]	Blackbyou Station-Blackbyou Summit	Peter Kiewit	Final
6241	I-5-[illegible]-[illegible]001	S. Ashland Inter. Wall Creek	Sprague, Inc.	Active
6071	I-5-[illegible](3)157	Airport Road-Irrigon Junction	Sprague, Inc.	Final
6320	I-5-[illegible]-[illegible]8	12th Street-N.Ashland Interchange	Sprague, Inc.	Final
6331	I-5-[illegible](3)155	Ahlaud-Bilbeau Road		

The Accounting Division has recently completed an audit of Contract No. [illegible], South Unit, Klamath Freeway, for possible overtime violations. This matter is being turned over to the Legal Division for determination as to whether or not violations did occur.

On November 30, 1966, a meeting was held with the Bureau of Public Roads to determine what action would be necessary by the State Highway Department to resolve this matter. At this meeting, the Bureau stated they had received a copy of a letter from Mr. Patterson to John Bond (a copy is attached) notifying them of the complaint made by Mr. Rodney

Culp, foreman for Spragues, Inc., of the overtime violation on the Wall Creek - Siskiyou Station Section job. Mr. Culp stated the underpayment of overtime amounted to something over $4,000.00.

The Bureau was then asked if we would be requ[illegible] conduct an audit on all of the jobs that Spragues had been associated with. They felt we should audit only the jobs in connection with the complaint.

A review of the certified payrolls submitted by Spragues, Inc., on the above projects were made, and it was mutually agreed that the following jobs would need to be audited:

Contract 6241 - Ashland-Wall Creek
Contract 6454 - WallCreek-Siskiyou Station
Contract 6560 - Siskiyou Station-Siskiyou Station

On December 1, 1966, Mrs. Sprague of Spragues, Inc., was contacted and asked if we could examine her records relating to the above projects that they had been the approved sub-contractor for. She stated we could not examine any records until she obtained legal advice from her attorney to determine if the Highway Department had authority to examine the records. We immediately advised our Legal Division of this situation.

At the present time, we are withholding $10,000.00 on Contract No. 6474, South Unit, Minnesota Freeway, and have stopped all payments to Spragues, Inc., on Contract No. 6671, Airport Road-Irrigon Junction, until this matter is settled.

C. H. Watson
Controller

CHW:rs

cc: R.I. Horton
R.D. Watson
G.F. Rohde
L.H. Young
F.D. Morgan
Bureau of Public Roads

RECEIVED
APR 11 1966
FOR FILING

DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

KLABOE

6341

NPWCO-CA

4 April 1966

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Project - Changes to State
Contract No. 6349

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

Reference is made to your letter of 23 September 1965 to this office wherein you requested approval of Price Agreements Nos. 1 through 6, Extra Work Orders Nos. 1 through 8, and State Force Orders Nos. 1 through 3, issued under your State Contract No. 6349 for construction of E. Unit, Arlington-Heppner Junction Interchange Section.

Returned herewith approved are all the above-listed changes. Based on your letter dated 10 October 1963 to the District Engineer and his reply dated 16 October 1963, the allocation of cost responsibilities is established as follows:

a. Price Agreement No. 1, Remove slide material - This work is in an area of State construction responsibility and is therefore a State obligation.

b. Price Agreement No. 2, Special borrow pit source - This work has no effect on project cost.

c. Price Agreement No. 3, Stockpile maintenance rock - This work was accomplished for later convenience of the State and is considered State obligation.

d. Price Agreement No. 4, Construct temporary connection - This work was outside the area of Government participation and therefore is a State obligation.

Refd to Issuing Officials. H-8-66

e. Price Agreement No. 5, Change from RS-2 to RS-1 asphalt - No change in cost responsibility.

f. Price Agreement No. 6, Purchase excess rock - This rock was purchased by the State to be used on later operations and the cost is considered to be a State responsibility.

g. Extra Work Order No. 1, Furnish fencing materials - This work was required in an area of State obligation.

h. Extra Work Order No. 2, Flagging - The State's share of flagging costs under this contract was established as $2,000.00 with the remainder of all such costs the responsibility of its contractor. In the cost distribution between the State and the Federal Government, $130.00 of the $2,000.00 was determined to be Corps' responsibility. Therefore, the cost of this Extra Work Order was previously contemplated and the Government's share committed in the amount of $130.00.

i. Extra Work Order No. 3, Provide guide signs - this item was also included in the original computations of respective obligations and, consequently, no additional funds are required for the work.

j. Extra Work Order No. 4, Construct slide detour; Extra Work Order No. 5, Move slide material with dozer; and Extra Work Order No. 6, Install 8-inch CMPDP, 16-gauge - All this work was the result of a slide that occurred in an area of State construction obligation and all the costs are considered to be State responsibility.

k. Extra Work Order No. 7, Remove temporary connections - This work is not included in original contract and is within the area of Corps' construction obligation. Therefore, the $650.00 is properly a Government responsibility.

l. Extra Work Order No. 8, Install Type II barricade - The Government's obligation of the entire contract was determined to be four percent. By applying this same percentage to the cost of this Extra Work Order, the Corps of Engineers' responsibility is found to be $120.00.

m. State Force Order No. 1, Install project identification sign overlays - By using the same four percent for computing Government obligation, the Corps' share of this cost is $1.60.

n. State Force Order No. 2, Install detour signing - This work was necessitated by a slide in an area of State construction responsibility and, therefore, the cost is considered a State obligation.

NPWCO-CA
Mr. Forrest Cooper

4 April 1966

o. State Force Order No. 3, Revise signing - The decision to revise these signs was made solely by the State and the Corps' relocation work had no bearing on this decision. Therefore, the cost is entirely State responsibility.

In summation, my approval of these changes in accordance with Article 1c of our agreement contract will increase the Government obligation under your State Contract No. 6349 by a total of $771.60.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

17 Incl
1-6 PA 1-6
7-14 EWO 1-8
15-17 SFO 1-3

APR 8 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 8 - 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 29 1965
FOR FILING

6349

X 9-W

December 27, 1965

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Re: Contract No. DA-45-164-CIVENG-61-103, John Day Lock and Dam Project
Arlington-Heppner Junction
Columbia River Highway
Additional Temporary Locked Gate, East of Arlington

Dear Sir:

Regarding your request for an additional locked gate at Station 406+30, the Bureau of Public Roads did not approve this request.

The Bureau's main objection was that no information was presented as to why the existing gate cannot be utilized instead of installing an additional gate with substandard geometrics at a spacing of less than one mile, thereby creating a more hazardous situation.

The Bureau has verbally agreed to reconsider the request based on two alternate plans. One alternate would be to lock the existing gate at Station 365+50 and construct the access at Station 406+30. The access at Station 365+50 could not be used during the period that the temporary access was in use. The temporary access at Station 406+30 would have to be designed to the same standard as the existing access at Station 365+50. When the access at Station 406+30 is no longer needed, it would be removed, and the slopes, fence and ditch restored to its original condition.

The other alternate would be to construct the new access at Station 406+30 and eliminate the one at Station 365+50. This would involve removing the gate at Station 365+50 and replacing with fence, removing the surfacing and material in the approach, and reshaping the slopes. The new access at Station 406+30 would remain as a permanent locked gate access.

Either of these plans will require approval by the Railroad Company.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

DLT:fp srb

cc: A. W. Parsons
Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
A. F. Parson
J. S. Sawyer
J. F. Hagemann

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 15, 1965

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-80N-4(14)135
East Unit, Arlington - Heppner Junction Interchange Section
Additional temporary locket gate

Your representatives have been advised that we do not consider the Corps of Engineers' request for an additional locked gate at station 406+30 on the subject project is justified. The gate was to be utilized by railroad forces for a period of 3 years.

This memorandum will serve to confirm our previous verbal advice. The permanent locked gate provided for the railroad at station 365+50 was intended to serve the area in accordance with the 1960 AASHO Policy on Access Between Adjacent Railroads and Interstate Highways. No information was presented as to why the existing gate cannot be utilized which would necessitate installation of an additional gate with substandard geometrics at a spacing of less than 1 mile, thereby creating a more hazardous situation.

REFERRED TO
Asst. Constr. Engr.

RECEIVED
DEC 16 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Original to Mr. Lyons re: Letterfield Crossing 12-17-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 20 1965
FOR FILING

STATE COPY

Monthly transaction number

Project report number

8-1/2

FORM PR-2A (5-[illegible]) U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

State: Oregon

County: Gilliam

Project number: I-80N-4(14)139

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on December 2, 1963, is hereby modified as follows:

Revised estimated total cost of project $ 1,329,719.48

Revised Federal funds $ 1,221,824.47

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 9 day of August, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [signature]

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons
(Division Engineer)

By: [signature]
L. R. Backlund
Administrative Manager

USCOMM-DC 81120-P63

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FOR R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
17(29)29		Oregon
PROJECT REPORT NO.	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY
3		Gilliam
		PROJECT NO. I-80N-4(14)139

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-80N - Heppner Jct. West 6.1 miles

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	9-16-63	5.712
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 1,308,390.00	$ 1,203,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Floyd R. Shaw
Asst. State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)
By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer December 2, 1963

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

FORM PR-2, FEDERAL-AID PROJECT AGREEMENT (SUPPLEMENT)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

THE STATE HIGHWAY DEPARTMENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE RULES AND REGULATIONS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, COLOR OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY CREATED THEREBY.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER NO. 11114 OF JUNE 22, 1963, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SAID COMMITTEE, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN THE SAID EXECUTIVE ORDER OR BY RULE, REGULATION OR ORDER OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, OR AS OTHERWISE PROVIDED BY LAW.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY ISSUED PURSUANT TO SECTION 303 OF EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE BUREAU OF PUBLIC ROADS MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE BUREAU, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES."

THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE IN ANY FEDERALLY ASSISTED CONSTRUCTION WORK WHICH IT PERFORMS ITSELF OTHER THAN THROUGH THE PERMANENT WORK FORCE DIRECTLY EMPLOYED BY AN AGENCY OF GOVERNMENT.

THE STATE HIGHWAY DEPARTMENT AGREES THAT IT WILL COOPERATE ACTIVELY WITH THE BUREAU OF PUBLIC ROADS AND THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE COMMITTEE, THAT IT WILL FURNISH THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE BUREAU OF PUBLIC ROADS IN THE DISCHARGE OF THE BUREAU'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE. THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11114 WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925 AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE BUREAU OF PUBLIC ROADS OR THE COMMITTEE PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925. IN ADDITION, THE STATE HIGHWAY DEPARTMENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS THE BUREAU OF PUBLIC ROADS MAY CANCEL, TERMINATE OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE), MAY REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE UNDER ANY OF ITS PROGRAMS SUBJECT TO EXECUTIVE ORDER 11114 UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH STATE HIGHWAY DEPARTMENT, OR MAY REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

Oregon State Highway Department

Federal Aid
Project No. I-80N-4(14)139

EAST UNIT, ARLINGTON-HEPPNER JUNCTION INTERCHANGE SECTION

OF THE COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 31, 1963

Type Code 6201
Roadway (Sta. "WB" 181+00 to Sta. "WB" 482+58)(Contract 6349)

Clearing and Grubbing	All Required (82%)			$ 8,200.00
Drainage Excavation, Unclassified	650	cu.yds.	$ 3.00	1,950.00
Special Borrow Excavation, Unclassified	43,450	cu.yds.	0.70	30,415.00
General Excavation, Unclassified	1,016,630	cu.yds.	0.40	406,652.00
Extra for Selected Subgrade Material From Cuts	80,790	cu.yds.	0.15	12,118.50
Short Overhaul	3,497,560	yd.stas.	0.005	17,487.80
Long Overhaul	114,180	C-yd.stas.	0.30	34,254.00
Gravel Blanket in Place	6,110	cu.yds.	0.75	4,582.50
Finishing Roadbed and Slopes	5.71	miles	500.00	2,855.00
Rounding Cutbanks	7,970	lin.ft.	0.15	1,195.50
Seeding	27	acres	150.00	4,050.00
Grass Seed, Crested Wheatgrass	295	lbs.	0.60	177.00
Grass Seed, Hard Fescue	145	lbs.	0.90	130.50
Inorganic Fertilizer, 10-16-8	117	CWT	8.00	936.00
18-inch Culvert Pipe	620	lin.ft.	3.40	2,108.00
24-inch Culvert Pipe	620	lin.ft.	5.00	3,100.00
18-inch Corrugated Steel Pipe	590	lin.ft.	3.40	2,006.00
24-inch Corrugated Steel Pipe or Concrete Pipe	310	lin.ft.	4.50	1,395.00
36-inch Corrugated Steel Pipe or Concrete Pipe	200	lin.ft.	10.00	2,000.00
24-inch Pipe, Sta. "EB" 219+00	135	lin.ft.	4.50	607.50
24-inch Pipe, Sta. "EB" 265+00	145	lin.ft.	4.50	652.50
24-inch Pipe, Sta. "EB" 345+00	110	lin.ft.	4.50	495.00
24-inch Pipe, Sta. "EB" 428+00	110	lin.ft.	4.50	495.00
24-inch Pipe, Sta. "WB" 437+59	155	lin.ft.	4.50	697.50
18-inch Culvert End Sections	34	only	30.00	1,020.00
24-inch Culvert End Sections	20	only	50.00	1,000.00
36-inch Culvert End Sections	2	only	75.00	150.00
Metal Guard Rail	17,650	lin.ft.	2.40	42,360.00
Rail End Pieces	30	only	4.75	142.50
Guide Posts, W-1	345	only	7.25	2,501.25
Type 2 Fence	220	rods	6.90	1,518.00
Salvage and Reinstall Type 2 Fence	2,020	rods	6.10	12,322.00
20' x 48" Metal Gates	1	only	90.00	90.00
Salvage Metal Gates	10	only	20.00	200.00
Coarse Crushed Material in Base	125,020	tons	1.25	156,275.00

3/4" - 0 Material in Base	21,950 tons	$ 1.25	$ 27,437.50
Sprinkling	3,400 M-gals.	2.00	6,800.00
Plant-Mix Bituminous Base	20,680 tons	3.20	66,176.00
Asphalt in Bituminous Base	870 tons	33.00	28,710.00
Asphaltic Concrete Mixture	57,850 tons	3.25	188,012.50
Asphalt in Mixture	3,185 tons	33.00	105,105.00
RS-2 Asphalt	13 tons	55.00	715.00
3/4" - 0 Material in Binder Course	32 cu.yds.	6.00	192.00
Furnishing and Placing Aggregates	330 cu.yds.	6.00	1,980.00
MC-250 Asphalt	6 tons	60.00	360.00
120-150 Asphalt	25 tons	55.00	1,375.00
Removal of Existing Sign Installations	All Required		50.00
Furnish 8" BP #36 Piling	74 lin.ft.	4.50	333.00
Drive Steel Piles	5 only	90.00	450.00
Sign Support Footings	All Required		375.00
Metal Sign Posts	All Required		525.00
Wood Sign Posts	All Required		100.00
Type "A" Signs in place	353 sq.ft.	6.60	2,329.80
Type "C" and "E" Signs in Place	88 sq.ft.	3.50	308.00
Type "F" and "G" Signs in Place	14 sq.ft.	3.80	53.20
			$1,187,526.05
Flagging (57½% of Contractor's Cost)	All Required		$ 1,870.00
Guide Signing	All Required		50.00
			$ 1,920.00
	Subtotal		$1,189,446.05
	10% Engr. & Cont.		118,943.95
	Total		$1,308,390.00

Length of Roadway - - - - - - - - - - - 5.712 Miles
Cost of Roadway per Mile - - - - - - - $229,059.87

Federal Funds - - - - - - - - - - -

Oregon State Highway Department

Federal Aid 139
Project No. I-80N-4(14)135

E. UNIT, ARLINGTON-BEPPNER JUNCTION INTERCHANGE SECTION

OF THE COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 9, 1963

Type Code 6201
Roadway (Sta. "WB" 181+00 to Sta. "WB" 482+58)

Clearing and Grubbing	All Required (82%)		$ 10,800.00
Drainage Excavation, Unclassified	650 cu.yds.	$ 3.00	1,950.00
Special Borrow Excavation, Unclassified	43,450 cu.yds.	0.62	26,939.00
General Excavation, Unclassified	1,016,630 cu.yds.	0.60	609,978.00
Extra for Selected Subgrade Material From Cuts	80,790 cu.yds.	0.15	12,118.50
Short Overhaul	3,497,560 yd.stas.	0.01	34,975.60
Long Overhaul	114,180 C-yd.stas.	0.40	45,672.00
Gravel Blanket in Place	6,110 cu.yds.	1.50	9,165.00
Finishing Roadbed and Slopes	5.71 miles	1,200.00	6,852.00
Rounding Cutbanks	7,970 lin.ft.	0.25	1,992.50
Seeding	27 acres	150.00	4,050.00
Grass Seed, Crested Wheatgrass	295 lbs.	0.80	236.00
Grass Seed, Hard Fescue	145 lbs.	0.80	116.00
Inorganic Fertilizer, 10-16-8	117 CWT	5.50	643.50
18-inch Culvert Pipe	620 lin.ft.	5.00	3,100.00
24-inch Culvert Pipe	620 lin.ft.	7.50	4,650.00
18-inch Corrugated Steel Pipe	590 lin.ft.	5.00	2,950.00
24-inch Corrugated Steel Pipe or Concrete Pipe	310 lin.ft.	7.50	2,325.00
36-inch Corrugated Steel Pipe or Concrete Pipe	200 lin.ft.	14.50	2,900.00
24-inch Pipe, Sta. "EB" 219+00	135 lin.ft.	7.50	1,012.50
24-inch Pipe, Sta. "EB" 265+00	145 lin.ft.	7.50	1,087.50
24-inch Pipe, Sta. "EB" 345+00	110 lin.ft.	7.50	825.00
24-inch Pipe, Sta. "EB" 428+00	110 lin.ft.	7.50	825.00
24-inch Pipe, Sta. "WB" 437+50	155 lin.ft.	7.50	1,162.50
18-inch Culvert End Sections	34 only	45.00	1,530.00
24-inch Culvert End Sections	20 only	60.00	1,200.00
36-inch Culvert End Sections	2 only	150.00	300.00
Metal Guard Rail	17,650 lin.ft.	2.50	44,125.00
Rail End Pieces	30 only	5.00	150.00
Guide Posts, W-1	345 only	7.50	2,587.50
Type 2 Fence	220 rods	8.00	1,760.00
Salvage and Reinstall Type 2 Fence	2,020 rods	5.00	10,100.00
20' x 48" Metal Gates	1 only	125.00	125.00
Salvage Metal Gates	10 only	35.00	350.00
Coarse Crushed Material in Base	125,020 tons	1.35	168,777.00
3/4" - 0 Material in Base	21,950 tons	1.45	31,827.50

Sprinkling	3,400 M-gals.	$ 3.00	$ 10,200.00
Plant-Mix Bituminous Base	20,680 tons	3.85	79,618.00
Asphalt in Bituminous Base	870 tons	34.00	29,580.00
Asphaltic Concrete Mixture	57,850 tons	4.00	231,400.00
Asphalt in Mixture	3,185 tons	36.00	114,660.00
RS-2 Asphalt	13 tons	75.00	975.00
3/4" - 0 Material in Binder Course	32 cu.yds.	4.50	144.00
Furnishing and Placing Aggregates	330 cu.yds.	4.75	1,567.50
MC-250 Asphalt	6 tons	60.00	360.00
120-150 Asphalt	25 tons	50.00	1,250.00
Removal of Existing Sign Installations	All Required		100.00
Furnish 8" BP #36 Piling	74 lin.ft.	5.10	377.40
Drive Steel Piles	5 only	125.00	625.00
Sign Support Footings	All Required		945.00
Metal Sign Posts	All Required		490.00
Wood Sign Posts	All Required		150.00
Type "A" Signs in Place	353 sq.ft.	6.70	2,365.10
Type "C" and "B" Signs in Place	88 sq.ft.	3.65	321.20
Type "F" and "G" Signs in Place	14 sq.ft.	4.05	56.70
			$1,524,342.50
Flagging (57½% of Contractor's Cost)	All Required		$ 1,870.00
Guide Signing	All Required		50.00
			$ 1,920.00
		Subtotal	$1,526,262.50
		10% Engr. & Cont.	152,625.50
		Total	$1,678,888.00

Length of Roadway - - - - - - - - - 5.712 Miles
Cost of Roadway Per Mile- - - - - $293,922.96

Federal Funds - - - - - - - - -

RECEIVED
JUL 20 1965
FORM 8-BOX-SUR 7-65 SP*6418-734

FOR FILING
I-80N-4(14)139
6-21

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 15, 1965

To: Mr. L. H. Young
Office Engineer
BUILDING

SUBJECT: E. Unit, Arlington-Heppner Jct. Section
Columbia River Highway
Contract No. 6349

ATTENTION: Mr. Clifford P. Laux

Reference is made to your Memo dated June 30, 1965, concerning the value and location of salvaged materials on the subject contract. Attached are copies of letters from the Division and Resident Engineers detailing this information.

A reasonable salvage value for the gates has been established by our Chief Cost Analyst. In using the Resident's figure of 25% the salvage value of the gates is $107.775.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

NOTED
F. B. KLABOE

DBS:bjm
Attachments

cc: F. B. Klaboe (w/attachs.)
M. N. Juve

RECEIVED
JUL 16 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-90 80M 8-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
July 8, 1965

RECD DIV. OFFICE
LA GRANDE

SUBJECT: Salvaged Materials
E. Unit, Arlington-Heppner Jct. Sec.
Columbia River Highway
Contract 6349 I-80N-4(14)139

To:
Mr. A. F. Parson
Division Engineer
La Grande

With reference to Mr. Morgan's letter of June 30, I never did find any existing Highway Dept. signs on this project. My recollection is that there was an old existing privately owned sign which was removed.

The salvaged gates were removed from the project by the State maintenance crew and, I believe, taken to Arlington. They were in poor condition and worth, perhaps 25% of new value.

Cost of 16' gate f.o.b. Portland = $42.90
Estimated freight 5.00
cost at Arlington $47.90

47.90
0.25
11.975
4
59.775

CHIEF COST ANALYST

L. V. Blickenstaff

L. V. Blickenstaff
Resident Engineer

RECEIVED
JUL 6 - 1965
OFFICE OF
I-80N-4(14)139
6349

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 30, 1965

To: Mr. A. F. Parson
Division Engineer
P. O. Box 850
La Grande, Oregon

SUBJECT: Salvaged Materials
E. Unit Arlington-Heppner
Junction Section
Columbia River Highway
Contract No. 6349
I-80N-4(14)139

NOTED
F. B. KLABOE

Office Engineering has requested that we furnish information concerning value and location of items salvaged on the subject project:

Bid Item No. 37 - Salvage Metal Gates - 9
Bid Item No. 50 - Removal of Existing sign Installations - all

The value of these salvaged items must be credited to the project if they were stockpiled. Please determine the location and value of these salvaged items and supply this office with your findings.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:rw

cc: F. B. Klaboe
L. H. Young

RECEIVED
JUL 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM S-20 8041 3-58 SP*8470-734

Noted | | | | DOE

OREGON STATE HIGHWAY DEPARTMENT

APR 22 1965

INTER-DEPARTMENT CORRESPONDENCE

REC'D DIV. OFFICE LA GRANDE

Baker, Oregon
April 20, 1965

SUBJECT: E. Unit, Arlington-Heppner Jct. Sec.
Columbia River Highway Contr. 6349

To: Mr. A. F. Parson
Division Engineer
La Grande

In your letter of April 13, you asked me to answer a list of 25 questions which were contained in a letter written by Mr. Donald Wilson to Mr. C. McKinney, Asst. Attorney General, at Salem. The following is my answers to these 25 questions.

1. Yes.

2. Rogers Construction Incorporated.

3. Oregon State Highway Department.

4. Grading, Surfacing, Paving.

5. State Highway Dept. to perform the required engineering and inspection.

6. Work started on Contract 6349 on Nov. 4, 1963.

7. Work completed on Contract 6349 on Oct. 24, 1964

8. Dozers pioneering on the W. bound on Monday, Jan. 20, 1964, at Sta. 470.
Dozers pioneering on the E. bound on Monday, Feb. 17, 1964, at Sta. 470
Completed grading on E.bound on March 13, 1964 at Sta. 470
Completed paving on E. bound on Sept. 15, 1964 at Sta. 470.

9. Yes. Excavation and slide correction on the south cutbank of the E. bound from Sta. 471 ahead was tapered back to Sta. 470.

10. In connection with the work required at Sta. 470, no blasting was required to build the roadbed or slopes. In this general area, some boulders which were removed from the slide were stockpiled and later drilled and shot and moved into the rock toe on the south slope of the W. bound. Also in this general area some very small shots, consisting of 1 or 2 sticks of powder, were made in the ditch in which we installed a perforated pipe.

Other than this, when I heard about the truck hitting the rock, I examined the slope above Sta. 470 where the accident occured. From the roadbed it appeared that several rocks might be in an unstable position. Upon going up the slope and examining them, it appeared they were well bedded and in no danger of coming down but to avoid the appearance of anything dangerous, I had the contractor shoot them and remove them from the slope.

11. (Does Mr. Wilson mean precautions to prevent a slide, precautions to anticipate a slide, or precautions to protect traffic before, during or after a slide?)

When we noticed evidence of a slide developing in the area ahead of Sta. 470 it was carefully watched and when it was considered unsafe for traffic, traffic was detoured down along the river on the original highway. Traffic was not put back in the slide area until the slide had been stabilized, the slopes scaled and a road oiled through the slide area.

12. Since Mr. Wilson's questions #1 thru #11 make no mention of a slide occuring, I am not sure what he means by "other" slides.

On February 14th, 1964 a slide developed from approx. Sta. 471 E.B. to Sta. 482 E.B. I estimated that possibly as much as 200,000 Cy. of material was moving. Approx. 46,000 Cy. of material was removed to stabilize the slide.

13. On July 31, 1964, 5 trucks were hauling asphaltic concrete through this area. The same on July 30.

14. Rogers Construction Inc. was doing the hauling. Some of it was in trucks not owned by Rogers.

15. I have no record of anyone checking this area specifically for "loose rocks, earth or debris" from the time traffic was put back on this section,which was on Monday, April 20 at 12:30 PM., and the date on which the accident occured, which was July 31. There was no reason for checking for these specific things as during this 100 day period we had no slides or any problems with loose rocks, earth or debris in this area.

The temporary road we oiled through this area for traffic had a tendency to become rough. For that reason this section of roadway was examined daily for hazards to traffic. "Rough Road" signs and flares were put up at each end of this section and the roughness was corrected several times by blading and patching. An inspector from the crushing plant drove over this section of roadway on his way back to Umatilla at Approx. 10 PM on July 31.

16. The work remaining to be done was excavating and removal of the temporary oiled road, placing of base rock and paving.

17. No signing which specifically mentioned slides or rocks was done as no areas which involved these hazards was allowed to exist.

18. The entire area was posted with the usual "Construction Ahead" signs and "35 MPH speed" signs. Large "Slow", "Detour" and curve signs were posted where required. In the immediate vicinity there were "Rough Road" signs with flares at each end of the slide area, which signs and flares were placed there several weeks prior to the accident and were placed there to warn the traffic of the roughness of the oiled surface. I believe there were also some slow signs in the immediate vicinity but am not positive.

19. None for these particular things. The contractor is required by the terms of the contract to make adequate provisions for the safeguard and handling of traffic.

20. It was reported to me that there was and several days later I saw a rock which was reported to have beem removed from the road after it was hit by a truck.

21. It was reported to me by Mr. Herman Schuman, Supt. for the Rogers Co., that an accident had taken place which involved a safeway truck.

22. It was reported to me by Mr. Schuman that the truck ran into a rock.

23. In my opinion the rock which I saw, if it was in the road, must have come down from the area south of and above the road.

24. An investigation was made by the State Policexx, a copy of which is attached. copy is in my own words, not word for word as written by state police. An investigation was made by Mr. Herman Schuman of Rogers Const. Inc.

Other than this, when Mr. Schuman told me an accident had occured, he and I stopped at the scene of the accident. I saw the rock the truck supposedly hit and examined the slope above the rock to try to determine where the rock had come from. I was not able to find exactly where the rock had come from. There were some rocks in this area on natural ground above the cut the contractor made, which from the road, looked unstable. Mr. Schuman and I went up the slope and examined them. From close up the y seemed stable and well bedded but I had the contractor remove them anyway. (See No. 10). I took notice of the signs which were in place and they were the same as they had been for some weeks. I never did see the truck or see or talk to the driver or make any attempt to do so.

25. Police inspection was made by Pvt. Howard C. Davidson on July 31 and said report is in the State Police files in Baker.

Mr. Schuman's report is in the hands of Mr. Norm Glenn of Rogers Const. Inc. in Portland.

The only report which I have is a notation in the project diary for August.

Resume of Stage Poliece report
of Resin R. Robinson Accident

Location: Hyy. 30 M.P. 144.7 8 Miles E. of Arlington

Vehicle: 1962 White Freight Liner Lic. 151837
Travelling east at 45 M.P.H.

Witness: Mr. Carl Bennett, P.I.E., Pasco, Wash.

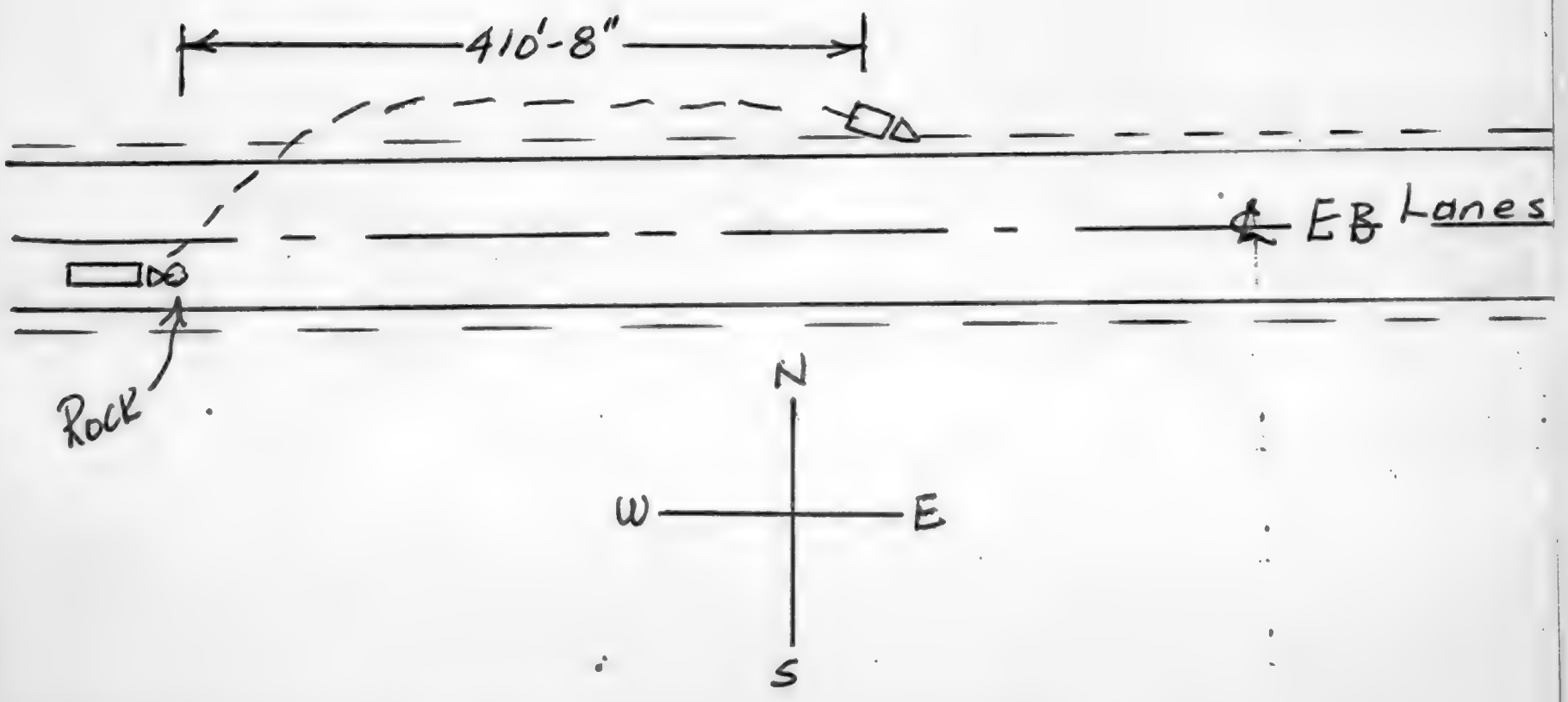
Bennett travelling behind the subjects truck when subject's truck hit rock and went out of control. Bennett stated he thought the rock had just rolled down as they were travelling up-hill and driver could have seen the rock if it had been there all the time.

Subject Robinson went to Hermiston Hospital by ambulance and vehicle was removed by another Safeway driver. Robinson had cut lip and possible back injuries.

Police administered first aid, called ambulance, directed traffic, swept rocks from highway

Report made by Pvt. Howard C. Davidson .

Davidson's sketch of accident



I will mention a few additional facts and thoughts concerning this accident.

This accident happened just after midnight and no state employee or contractor's employee witnessed it, or saw any evidence of it other than the rock which was then laying alongside the road.

The state police notified Mr. Schuman who told me about it and I did not know about it until several days after it happened.

The slide which occured on this job had no connection with the accident as the accident was just outside the slide work. It is possible and I think likely the rock came from above the contractor's work and thus it is possible the contractor's work had no connection with the accident.

This is the only instance I know of in this area of a rock coming down the slope and landing on the road and in no case could this area be called dangerous because of slides or rocks except in this one instance.

The slide which occured in this area involved a large area, some on each side of the E.B. lanes as well as the E.B. lanes themselves, sinking and sliding to the north. It did not involve any rocks, debris or anything else sliding down onto the road.

We had a lot of trouble on this job as on most jobs getting traffic to obey our speed signing and the trucks seemed to be the worst offenders.

Mr. Schuman is now in Oakridge, Phone #782-6184. I talked to him on the phone and he says his records of this, including pictures of the signing etc. is in their portland office in the custody of Mr. Norm Glenn.

L. V. Blickenstaff

L. V. Blickenstaff

Resident Engineer

I question the location of "M.P. 144.7" being accurate as it happened at sta 470 EB.

JRB

RECEIVED
APR 12 1965

FORM 8-60 9M8 7-65 SP*8220-734

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1965

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

SUBJECT: Rezin R. Robinson
Claim No. B 74329
Collision: July 31, 1964
Place: 8 miles east of Arlington
Highway 30, M.P. 144.7
Contract: No. 6349 Rogers Construction Company

Attached hereto is a copy of a letter received from Mr. C. A. Allison, Staff Attorney, Oregon State Highway Department, requesting that certain questions regarding subject matter be answered and that the information be sent to his office. Will you please see that the questions listed in the attached are answered to the best of your and the Resident Engineer's ability and that this information does return to the Legal Department.

Mr. Allison's letter also indicates that any contact by this legal firm be referred to the Legal Department in Salem and that the field personnel refrain from getting involved in discussions or answering questions other than through legal procedures. I believe your Resident Engineer should be advised of this fact and also his personnel who were on this project during construction.

F. D. Morgan
Construction Engineer

FDM:fp
Attach.
cc F. B. Klaboe
G. E. Rohde

RECEIVED
APR 9 1965
OFFICE
STATE HIGHWAY E.

NOTED
F.B. KLABOE

FORM E-30 SOM 12-60 84076

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
April 8, 1965

To: Mr. F. D. Morgan
Construction Engineer

BUILDING

SUBJECT: Rezin R. Robinson
Claim No. B 74329
Collision: July 31, 1964
Place: 8 miles east of Arlington Highway 30, M.P. 144.7
Contract: No. 6347 Rogers Construction Company 6349

Please find attached hereto a copy of a letter from the firm of Pozzi, Levin and Wilson, addressed to McKinney.

As previously reported to you, we have dealt with this law firm before and at least on one occasion their investigator came to this office looking for a contract and by the time he finished one of our personnel ended up as a defendant in a lawsuit. We wish to avoid this if at all possible.

At the present time we feel that we are not involved but from the questions presented in the enclosure we might be in the future.

We would appreciate it if you would furnish us answers to the questions as presented. It is not our intention to furnish this entire information to the above mentioned firm, however, the questions as presented should be answered for our information.

As soon as we have received this information we will prepare the reply to Pozzi, Levin and Wilson.

C. A. ALLISON
Staff Attorney

CAA:lb
cc--F. C. McKinney
--G. E. Rohde

CONSTRUCTION DIVISION
RECEIVED
APR 8 1965

FRANK POZZI
DONALD R. WILSON
PHILIP A. LEVIN
DONALD ATCHISON
GARRY KAHN
DAN O'LEARY

POZZI, LEVIN & WILSON
ATTORNEYS AT LAW
SUITE 608 STANDARD PLAZA
1100 S. W. SIXTH AVENUE
PORTLAND, OREGON 97204
TELEPHONE 226-7131

REFERRED
TO ...
FOR ...
O. S. ROHDE

To Cliff
Sincerely

April 2, 1965

Mr. C. McKinney,
Assistant Attorney General
Oregon State Highway Commission
Salem, Oregon 97310

Re: REZIN R. ROBINSON
Collision: July 31, 1964
Place: 8 mi. East of Arlington
Highway 30, Milepost 144.7

Dear Sir:

Would you please see to it that we are provided with answers to the following questions:

1. Was the road surface and surrounding embankment of Highway 30 at the point above designated altered during the years 1963 and 1964?

2. State the full name of the contractor who performed the work.

3. With whom did the contractor contract to perform the work?

4. What was the work to be performed at the location hereinabove described?

5. What part was the State Highway Commission to participate in inthe actual construction or supervision of the alterations?

6. On what date did the contractor start the work on the section of the roadway which included a point 8 miles east of Arlington on Highway 30 at milepost 144.7?

7. When was the work completed?

8. When did the contractor first commence work at that section of the road at milepost 144.7, and when did he complete the work at that milepost?

9. The work done at milepost 144.7 - did it include alteration of the bank or contour of ground south of Highway 30.

If so, in what way?

10. In conjunction with the above question was any blasting done at or near milepost 144.7 on the south bank?

11. What precautions were taken, if any, by the contractor or the State Highway Department or others, regarding slippage or rocks or earth on the south embankment of Highway 30 at milepost 144.7?

12. Did any other rock or earth slides occur in the area of Highway 30 at or near milepost 144.7? If so, give dates, location and quantity.

13. Were rocks or earth being hauledon Highway 30 at milepost 144.7 on July 31, 1964 in connection with the road progject? If so, at what hours of the day on July 31, 1964 or July 30, 1964?

14. If rocks and earth were being hauled in answer to the question above, then which organization was so hauling?

15. What was the date and time that the State Highway Department had checked the area at or near milepost 144.7 on Highway 30 for lose rocks, earth and debris prior to July 31, 1964 at 12:30 A.M?

16. What work remained to be done on the Highway 30 at milepost 144.7 on July 31, 1964, if any.

17. In conjunction with the alteration of Highway 30, was there any posting by the contractor, State Highway Department, or others, regarding dangers from slides or rock slippage to the public using the highway during the construction?

18. What warnings, if any, were given at or near milepost 144.7 on Highway 30, and when?

19. What requirements were imposed by regulations, contract, safety codes, or otherwise, for the inspection for, protection against, and warning of rock or earth slides?

20. Was there a rock or rocks in the road on Highway 30 at milepost 144.7 on July 31, 1964 at 12:30 A.M.

21. Did any accident take place involving a truck driven by Rezin R. Robinson at said time and place?

22. If such accident occurred, how did it occur?

23. If there were rocks or a rock in the road, how did the rock get there?

24. Was any investigation made of an alleged occurrence

in which Mr. Robinson collided with a rock on the highway on said date at said time and place?

25. If any such investigation was made, state the name and address of the person by whom it was made, for whom it was made, when it was made, whether a report of such investigation was made, and in whose custody said report is presently located.

Very truly yours,

Donald R. Wilson

Donald R. Wilson

DRW:gm

RECEIVED
MAR 5 - 1965
FOR FILING

March 4, 1965

The Fidelity & Casualty Co. of N. Y.
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

Contract No. 6349 awarded to Rogers Const. Inc. for grading, paving and signing on the E. Unit, Arlington-Heppner Jct. Interchange Section of the Columbia River Highway in Gilliam County was completed October 24, 1964 and accepted by the Highway Commission on March 2, 1965.

Final payment in the amount of $56,768.46 will be released to the contractor after March 11, 1965. The total contract amount is $1,299,468.74 including $37,787.00 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours

Floyd Lucry, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Ass't. Secretary

rm

cc - Rogers Const. Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Pallett, Fisher & Carlo, Inc.
1001 U. S. National Bank Bldg.
Portland 4, Oregon

L. H. Young

C. H. Maison
Attn: John Herr

RECEIVED
MAR 4 - 1965
FOR FILING

March 4, 1965

The District Engineer
Corps of Engineers, U. S. Army
Building 602, City-County Airport
Walla Walla, Washington

Re: Contract No.
DA-45-164-CIVENG-61-103
Relocation of Oregon
Highway Facilities
John Day Lock and Dam

Dear Sir:

Reference is made to your letter of February 11 regarding better liaison between our respective organizations, particularly with respect to financial obligations incurred. Comments upon your proposals are as follows:

(a) We were under the impression that all Extra Work Orders, Price Agreements, and State Force Orders on contracts administered by the State Highway Department had been submitted to your Resident Engineer, Mr. Ben Molle' in duplicate by our Mr. J. S. Sawyer. I am currently having Mr. Sawyer re-check all of these jobs to be sure that this has been done. I am further advised that in cases where the change orders are of some magnitude, joint field inspection is made by your people and Mr. Sawyer.

You may have assurance that we will take every precaution to see that you are kept fully advised. If submission of these documents through your Resident Engineer's office is not the proper routing, please advise us of the routing you would prefer.

(b) At the end of each estimate period, you will be furnished with copies of the Resident Engineer's Project Cost Report for each project over which we have jurisdiction. In the past, we have furnished you with a listing of the unbilled accrued costs on each state-administered project.

For your further information, I am enclosing a copy of the above listing. This, again, is furnished to your Resident Engineer at Boardman.

We hope the foregoing procedures will expedite reimbursement to the State and simplify the audit at the final settlement stage.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.

cc R. L. Porter
Lloyd P. Shaw
Victor D. wolfe
L. H. Young
F. D. Morgan
Ivan Merchant
C. H. Maison
J. S. Sawyer
A. F. Parson
J. F. Putnam

LHY:mb fn

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

11 February 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER
Draft for Cooper please

Dear Mr. Cooper:

It has come to my attention that, in preparation of final payments to State contractors performing work pursuant to the terms of our agreement contract above cited, there have been several changes executed under those contracts of which my office has not been informed and as a consequence, significant changes have been made in the obligation of the Government. I believe it is to our mutual advantage to develop a system of keeping our agencies as current as possible in such matters. I submit for your consideration that the following procedures be instituted as soon as possible:

a. Submit for my approval all changes to be executed under those construction contracts administered by your office and on which the Government has cost responsibility. This procedure is prescribed in Article 1c of our agreement. Any changes already executed should likewise be furnished so that our records may be current.

b. At the end of each month that your Resident Engineer staff make available for my staff of the Resident Engineer's office located at Boardman, Oregon, copies of the most recent payment estimates processed by you and work being performed by your contractors under this agreement contract and on which you are to be reimbursed from Government obligations.

Copy To Young
2-16-65

NPWCO-CA 11 February 1965
Mr. Forrest Cooper

It is anticipated that, by the use of these procedures, processing of reimbursement to the State can be materially expedited, be more accurate, and that the obligations of the State and Federal Government be adjusted realistically as the need arises.

Your comments are requested.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

RECEIVED
FEB 11 1965
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION

Referring to U.S. Army Engineers' Agreements Nos. DA-45-164-CIVENG-61-103 and DA-45-164-CIVENG-61-265 regarding the relocation of U.S. Routes 30 and 730 around the John Day Dam. The following tabulation shows an estimate of the "Unbilled Accrued Costs" on contracts that have been awarded by the Oregon State Highway Commission.

Contract No. 5840 ——— Irrigon-Umatilla Section
Contract No. 5955 ——— Boardman Jct.-Irrigon Section
Contract No. 6014 ——— John Day River Bridge
Contract No. 6209 ——— Blalock-Arlington, G
Contract No. 6219 ——— Arlington Viaduct
Contract No. 6292 ——— Hoppner Jct. Interchange and N. Unit, Hoppner Jct.-Nixa
Contract No. 6314 ——— Hoppner Jct. Interchange Structure
Contract No. 6349 ——— E. Unit, Arlington-Hoppner Jct.
Contract No. 6351 ——— Blalock-Arlington, Stone Base and Oil
Contract No. 6388 ——— Airport Rd.-Irrigon Jct., C-P-Strs.
Contract No. 6396 ——— Airport Rd.-Irrigon Jct., 2 Strs.-Signs
Contract No. 6514 ——— Rufus-Arlington, Roadside Seeding

Cont. No.	Total Amount of Work Performed to 2-5-65*	U.S. Army Share	Amount Previously Billed	Unbilled Accrued Costs
5840	$ 379,200.00	$ 35,000.00	$ 35,000.00	$ -
5955	1,329,600.00	248,960.00	248,960.00	-
6014	2,507,116.87	1,530,677.30	1,530,677.30	-
6209	3,841,505.94	3,467,931.95	3,464,710.85	3,221.10
6219	1,269,668.11	1,269,668.11	1,269,666.01	2.10
6292	1,056,996.70	1,008,057.75	959,922.32	48,135.43
6314	83,262.83	83,262.83	-	83,262.83
6349	1,396,051.38	55,842.05	-	55,842.05
6351	587,800.59	523,142.53	480,158.90	42,983.63
6388	852,671.03	254,948.64	214,205.72	40,742.92
6396	226,033.82	101,715.22	-	101,715.22
				$ 375,905.28

* The above figures include Construction Engineering and Contingencies.

RECEIVED
MAR 2 - 1965
FOR FILING
6349

March 2, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed October 24, 1964 on Contract No. 6349. The contract was with Rogers Construction Company, Inc. and was for grading, paving and signing on the E. Unit, Arlington-Heppner Junction Interchange Section of the Columbia River Highway in Gilliam County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 2, 1965, and that you concur in this procedure at the Commission meeting on March 11.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

LPS:bjs

FORM B-1233—60M 9-64

RECEIVED
FEB 8 - 1965
LOSS PAYING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 2, 1965

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon 97220

RE: Rezin R. Robinson
Claim No. B-74329

Gentlemen:

This is to inform you that the law firm of Pozzi, Levin and Wilson of Portland has been seeking information for their client regarding an accident whereas a reported Safeway truck driver hit a rock on the East Unit, Arlington-Heppner Junction Section of the Columbia River Highway, Contract No. 6349. Our information is that the truck was practically undamaged but the operator claimed some injury; however, this is secondhand as far as we are concerned. Our meager records show this accident to have occurred at night on approximately August 1, 1964.

Very truly yours,

F. D. Morgan
Construction Engineer

By John H. Walker

John H. Walker
Assistant Construction Engineer

JHW:fp
cc L. P. Shaw
F. C. McKinney

NOTED
LLOY[illegible]

RECEIVED
FEB 8 - 1965

FORM E-30X—50M—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 2, 1965

SUBJECT: Rezin R. Robinson
Claim No. B-74329

To: Mr. G. E. Rohde
Chief Counsel
BUILDING

ATTENTION: Mr. Frank McKinney

Reference is made to your letter of January 28, 1965. Attached find letter from L. V. Blickenstaff and also a Xerox copy of notation in his diary of this accident.

As far as we can determine, no State personnel was involved in any manner with the accident itself.

F. D. Morgan
Construction Engineer

By

John H. Walker
Assistant ConstructionEngineer

JHW:fp
Attach.
cc L. P. Shaw

NOTED
LLOYD P. SHAW

Lloyd - A Safeway truck hit a estimated 1 or 2 small rock with practically no damage to truck but some injury to driver according to Blickenstaff. Accident happened about midnight - Engineer is [illegible] kept told Blickenstaff about it a couple of days later. Has date if you want same. Jack

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: December 19, 1964

SECTION: E. Unit, Arlington-Heppner Jct. Interchange

SECTION PREFIX: 611-1061

HIGHWAY: Columbia River

COUNTY: Gilliam

NAME OF JOB: E. Unit, Arlington-Heppner Jct. Interchange

KIND OF WORK: Grading, Paving & Signing

CONTRACTOR: Rogers Construction Inc.

CONTRACT NUMBER: 6349

FEDERAL AID PROJECT NUMBER: I-80N-4(14)139

DATE OF CONTRACT: October 18, 1963

DATE WORK STARTED: November 4, 1963

ESTIMATED COMPLETION DATE: Completed

AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: Completion date Oct. 31-64

WORK DAYS USED:

PROJECT AUTHORIZATION: $ 1,327,513.77

ENGINEERING AUTHORIZATION: $ 99,385.87

PERCENT OF TIME ELAPSED: 100

EXCLUSIVE OF ENGINEERING: $ 1,208,227.90

ENGINEERING COST TO DATE: $ 97,700.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 1,300,403.03

PERCENT OF AUTHORIZATION: 98.3%

ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 %

DATE PROJECT WAS COMPLETED: October 24, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	Signing
100	100	100		100	100	100	100

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	6.11	6.11		0.21	6.11
MILES PARTIALLY COMPLETED					
MILES COMPLETED	6.11	6.11		0.21	6.11
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,038,200	173,900		33T 580 Gy	60,120
TOTAL QUANTITIES CORRECTED TO DATE	1,070,200	199,295		17T 170 Gy	51,447
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,070,200	199,295		17T 170 Gy	51,447
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

none.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

CONSTRUCTION DIVISION
RECEIVED
DEC 21 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The semi-final estimate was taken to the division office Tuesday.
One man worked 7 days putting panels on reference posts.
I will continue to receive mail at Umatilla until approx. Jan. 15.

FINAL REPORT

SIGNED F. V. Bliebernstaff

ADDRESS Box 13[illegible], Umatilla

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
OCT 16 1964
FOR FILING
6349

Salem, Oregon
October 16, 1964

Segregation of Quantities
E. Unit, Arlington-Heppner
Jct. Sec., Columbia River
Hwy., Contract No. 6349

Mr. L. V. Blickenstaff
Res. Highway Engineer
Box 134
Umatilla, Oregon 97882

Your letter to Mr. A. F. Parsen dated October 9, 1964 re segregation of quantities on the estimate for the subject project has been referred to this office.

Segregation of quantities as noted on the plan sheet summary and requested in our letter of January 13, 1964, is very necessary. The portion of the project noted as Non-FAI Project on the Summary, Sta. 482+58 to Sta. 504+00, is the obligation of the Army Engineers. Costs must be segregated.

L. H. Young
Office Engineer

DBP:er

cc: A. F. Parsen

Form D-209—6M

RECEIVED
OCT 15 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name I-84 Unit, Arlington-Heppner Jct. thru Blalock
Highway Columbia River
County Gilliam
Contractor Rogers Construction Inc.
Address 11760 N.E. Glisan St., Portland, Oregon

Date Sept. 18, 1964
Contract No. 6349
Prefix 811-1061
F. A. Project No. I-80N-4(14)139
Order No. 8

The following work is hereby classified as "Extra Work" to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Furnish and install Type II barricades (4) to be installed, removed and reinstalled.

Location by station numbers:

506 R.B. 50' (Install, salv. & reinst. 11 at sta. 190-196)
190-196 W.B. 550'
190-191+62.5 T.C. 162.5'
200 L.B. 37.5' TOTAL 750.0 Lin.Ft.

Estimate of quantities and cost:

Materials	$2,000.00
Labor	750.00
Equipment	250.00
Total	$3,000.00

This estimate includes allowance. Maximum equipment rental rates as per A.G.C.-State agreement. Percentages to be allowed contractor and in accordance with the executed contract for this project.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

There is no bid item in the contract to cover this work.
Teletype approval has been obtained for this order.
This order will increase the cost of the project by $3,000.00

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorized for	$ 1397,613.77	Space to right of this line is for use of State Highway Office
Present estimate of project cost, including $ 3,000.00 for work under this order	$ 1397,613.77	
Expected under-run or over-run amount	$ 0	
Expected under-run or over-run per cent	0	

Submitted by: /s/ L. V. Blickenstaff
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ H. S. Cowlishaw
Division Engineer

Approved /s/ L. H. Young
Assistant State Highway Engineer or Office Engineer.

State Printing Copy To Young 10-15-64

RECEIVED
OCT 12 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Conference ... of ...
pr...
Date SEP 9 1964
T. Dow
Engr. Coord.
U.S. Bureau of Public Roads

Project Name E. Unit, Arlington-Heppner Jct. Interchange Date Sept. 15, 19 64

Highway Columbia River Contract No. 6349

County Gilliam Prefix 611-1061

Contractor Rogers Construction, Inc. F. A. Project No. I-80N-4(14)139

Address 11760 N. E. Glisan St., Portland 20, Oregon Order No. 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove temporary connections.

Location by station numbers:

504 & 508 between E.B. & W.B. lanes

Estimate of quantities and cost:

Labor	$125.00
Equipment	525.00
Total	$650.00

This estimate includes allowance. Maximum equipment rental rates as per A.G.C.-State agreement. Percentages to be allowed contractor is in accordance with the executed contract for this project.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

These temporary connections were constructed to permit stage construction and shifting of traffic from eastbound to westbound lanes. Contract does not provide for removal of these connections. This order will increase the cost of the project by $650.00.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$1,397,613.77
Present estimate of project cost, including $ 650.00 for work under this order	$1,397,613.77
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ L. V. Blickenstaff
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ H. S. Coulter
Asst. Division Engineer

Approved /s/ L. H. Young
Office Engineer.

State Printing Copy to Young 10-12-64

RECEIVED
MAR 24 1964
FOR FILING

March 24, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering the installation of 8" perforated corrugated metal pipe for slide correction on the E. Unit, Arlington-Heppner Junction Interchange Section of the Columbia River Highway in Gilliam County, Contract No. 6349 in connection with Federal-Aid Project No. I-80N-4(14)139.

This work is necessary to drain and stabilize the slide area. The slide material is being removed under Price Agreement No. 1 and Order for Extra Work No. 5. These change orders were approved by the Bureau of Public Roads as of February 24, 1964, to cover the slide removal work.

Your approval of this work order as of that date to coincide with the work is requested. It has been verbally recommended for approval by the BPR Assistant Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Att.

RECEIVED
MAR 10 1964
FOR FILING

March 9, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering extra work necessary to move slide material to make it available to earth-moving equipment on the E. Unit, Arlington-Heppner Junction Interchange Section of the Columbia River Highway in Gilliam County, Contract No. 6349 in connection with Federal-Aid Project No. I-80N-4(14)139.

Material from the slide, Stations 450-485 will be moved under Price Agreement No. 1. To make the material available to the normal earth-moving equipment between Stations 465-482 it is necessary to use a dozer and shovel for pioneering.

This work has been verbally approved by the BPR District and Area Engineers. Due to the emergency nature of the work, it was started February 24, 1964. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

RECEIVED
MAR 5 - 1964
FOR FILING

March 5, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4, covering the construction of connection to the old highway for use as detour due to slide on the E. Unit, Arlington-Heppner Jct. Interchange Section of the Columbia River Highway in Gilliam County, Contract No. 6349, in connection with Federal-Aid Project No. I-80N-4(14)139.

This work was necessary to care for traffic while the slide material was being removed from the existing highway.

This work was verbally approved by the BPR District and Area Engineers and the Field authorized to proceed as an emergency measure, February 14, 1964. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:bb

Enc.

RECEIVED
FEB 24 1964
FOR FILING

February 21, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 274 covering the revision of construction identification signs on the E. Unit, Arlington-Heppner Jct. Interchange Section of the Columbia River Highway in Gilliam County, Contract No. 6349 in connection with Federal-Aid Project No. I-80N-4(14)139.

This revision is required to conform to standards set up by the Bureau of Public Roads IM-20-1-64, dated January 9, 1964.

The contractor is not equipped to do this work. The State has the special crews to do it most economically. The amount is too small to be done by separate contract.

The total estimated amount of this order is $40.00, with Federal participation of $36.00.

Your approval of the order under PPM-21-6.3, with reimbursement to be on actual cost basis, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWTier
Enclosures

RECEIVED
JAN 15 1964
FOR FILING

Salem, Oregon
January 13, 1964

Segregation of Quantities
F.A. Projects

Mr. L. V. Blickenstaff
Resident Highway Engineer
Box 134
Umatilla, Oregon - 97882

Please refer to your Estimate No. 1, Contract No. 6349, K. Unit, Arlington-Hoppner Junction.

The F.A. portion of the project, Sta. 181+00 - 482+58, is to be shown separately, under the Project No. I-805-4(14)139, from the State portion, Sta. 482+58 - 504+00. This is very important in making correct federal money collections on progress vouchers.

Your segregation on future estimates will be appreciated.

L. H. Young
Office Engineer

LHY:bb

cc: A. F. Fureen

RECEIVED
DEC 9 - 1963
FOR FILING

December 6, 1963

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering directional signing on the E. Unit, Arlington-Heppner Jct. Interchange Section of the Columbia River Highway in Gilliam County, Contract No. 6349 in connection with Federal- aid Project No. I-80N-4(14)139.

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades as required of the contractor for the safety of traffic and workmen.

This work is in accordance with the special provisions and was an anticipated item of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

HHF:cr
Enclosure

RECEIVED
DEC 6 - 1963
FOR FILING

December 5, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering State's share of flagging on the E. Unit, Arlington-Heppner Jct. Interchange Section of the Columbia River Highway in Gillian County, Contract No. 6349 in connection with Federal-Aid Project No. I-80N-4(14)39.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:er

Enclosure

RECEIVED
DEC 5 - 1963
FOR FILING

December 4, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering reimbursement to contractor for cost of fencing material on the E. Unit, Arlington-Heppner Jct. Interchange Section of the Columbia River Highway in Gilliam County, Contract No. 6349 in connection with Federal-Aid Project No. I-80N-4(14)139.

This order is to provide reimbursement to the contractor for replacing unusable salvaged fencing material in accordance with Revision Letter No. 2 for this contract, dated September 19, 1963, copy attached.

This work was verbally approved by the B.P.R. District Engineer November 27, 1963. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By H

L. H. Young
Office Engineer

DRF:er
Enc.

RECEIVED
NOV 4 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

October 18, 1963

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

Original signed by
T. Dec
Asst. Division Engineer

T. Dec, Assistant Division Engineer
08-35.2-0 Salem, Oregon

Oregon Project I-80N-4(14)139, E. Unit
Arlington-Heppner Junction Section
Grading, paving and signing

As requested in Mr. Hardie's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6349 to Rogers Construction Company of Portland, Oregon, low bidder in the amount of $1,240,223.35 at the October 8, 1963 bid opening.

RECEIVED
OCT 28 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

original to Young
11-1-63

RECEIVED
OCT 21 1963
FOR FILING

October 18, 1963

AGENDA
NOV 20 1963
361

Rogers Construction, Inc.
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on October 10, 1963 accepted your proposal for grading, paving and signing on Columbia River Highway in Gilliam County for the sum of $1,240,223.35 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6349.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf
cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Parks Department
Pacific Bldr. & Engineer, Inc.
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland

RECEIVED
OCT 18 1963
FOR FILING

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

HPWSU-PR

16 October 1963

Re: Contract DA-45-164-CIVENG-61-103
East Unit, Arlington-Heppner
Junction Section, I-80N-4(14)139

State of Oregon
State Highway Department
Salem, Oregon

RETURNED TO
Shaw
BY COUNTY STATE OF OREGON

Gentlemen:

Approval is granted to award a contract for grading and paving the East Unit, Arlington-Heppner Junction Section, I-80N-4(14)139 to the low bidder, Rogers Construction, Inc., in the amount of $1,240,223.35, subject to the follow

The amount of $52,877.30 is accepted as being a Corps of Engineers' obligation.

The amount of $6,211.32, representing 4% of Total Engineering and Contingencies ($155,290.42) is not acceptable as a Corps of Engineers' obligation:

4% of your construction supervision and inspection costs is accepted as a Corps of Engineers' obligation and will be allowed.

My letter of 13 September 1963, to which you agreed, provided that 4% of your design costs should be charged against Contract No. DA-45-164-CIVENG-59-39 and 4% of your construction supervision and inspection costs should be charged against Contract No. DA-45-164-CIVENG-61-103. There was no mention of Total Engineering and Contingencies as it is impossible to determine the construction supervision and inspection costs until completion of the work. A fixed amount cannot be allocated at this time.

If you do not agree to the above, award should be withheld pending clarification and agreement.

original to Mr. Young
10-18-63

NPWSU-PR
State of Oregon

16 October 1963

Since obligations under Contract DA-45-164-CIVENG-61-103 are funded by fiscal year, funds for payment will be made available as needed.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
District Engineer

RECEIVED
OCT 17 19..
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 10 1963
FOR FILING

October 10, 1963

The District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Re: Cont. DA-45-164-CIVENG-61-103
I-80N-4(14)139

Dear Sir:

Reference is made to the grading and paving project for the East Unit, Arlington-Heppner Junction Section, I-80N-4(14)139 and being within the John Day Lock and Dam Project.

Bids were received and read 8 October 1963 in accordance with Oregon State Highway Department procedures. The low bidder, Rogers Construction Company, is a qualified contractor and the bid submitted is consistent with the engineers' estimate.

Enclosed, is a tabulation of contract bid quantities extended by the low bid unit amounts. Also enclosed, is a tabulation of the Corps of Engineers' obligation quantities and extended prices.

Under the terms of Contract DA-45-164-CIVENG-61-103 and your letter of 13 September 1963 with which we concur, the costs for this work, using the contract bid prices, are to be allocated as follows:

Total Contract Incl. Engineering & Contingencies		$1,397,613.77
Corps of Engineers' Obligation		
Sta. 482+58 - 504+00	$52,877.30	
4% of Total Engr. & Contingencies	6,211.62	
Total Corps of Engineers' Obligation		$ 59,088.92
Total Oregon State Highway Dept. Obligation		$1,338,524.85

I forward herewith, three copies of bid tabulations which we certify as being correct and representative of the bids received.

Your early consideration and concurrence in the award of this project to the low bidder is requested.

The Corps' share of design costs for this project will be

determined as suggested in the penultimate paragraph of your letter and charged to Contract DA-45-164-CIVENG-59-39.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Asst. State Highway Engineer

LHY:mb
Att.

cc: A. W. Parsons, BPR
L H Young
F. Morgan
C. Maison

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWEN-RL

13 September 1963

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation I80N, John Day Project

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to your letter of 6 September 1963, signed by Mr. L. P. Shaw, which requested my approval of the construction plans and that portion of the bid items which are the responsibility of the Department on the construction work designated as, "Arlington-Heppner Junction Section, East Unit" of the construction of Interstate Highway 80N.

As you were advised in my teletype of 11 September 1963, I have approved the portion of the contract plans which relates to construction operations within the limits of the above-referenced agreement. It is also acknowledged that all construction work between Station 482+58 and Station 504+00, estimated at $62,205.00 is the responsibility of the Government. The design of the paving in this area does not conform with the details of pavement design shown in Contract No. DA-45-164-CIVENG-61-103; but we have been advised that this is now the standard paving design for highways of this classification, and it will be acceptable as an alternate.

We cannot, however, agree to payment of additives of 5 percent for preliminary engineering and design and 10 percent for construction supervision and inspection as suggested in your letter, as there is no provision in our agreement for such action. All such costs attributable to the section between Station 482+58 and Station 504+00 are the responsibility of the Government; and as it is not practicable to separate them

LLOYD P. SHAW

from those on the remainder of this contract, which are the responsibility of the State, it is suggested that they be prorated, based on the estimated cost of the construction. The present estimate is that the Government share of the construction cost is 4 percent of the total. This will result in 4 percent of your design costs being charged to Contract No. DA-45-164-CIVENG-59-39 and 4 percent of your construction supervision and inspection costs being charged to Contract No. DA-45-164-CIVENG-61-103. Such a formula is acceptable to this office.

Minor corrections to the plans should include the location of the riprap quarry proposed for use by Government contractors and located southwest of the Heppner Junction interchange, and inclusion in the specifications of provisions to insure cooperation between contractors involving construction contracts administered by both the State and the Government. Subject to the above, the advertisement of this construction contract for bids is approved.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

RECEIVED
SEP 17 19..
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 26 1963

FOR FILING
I-5(4)137
6347

477 Cottage Street N.E.
Salem, Oregon - 97301

September 20, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
T. Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
08-35.7 Salem, Oregon

Oregon Project I-205-4(10)137
Arlington-Heppner Jct.
File 35466, Shane

In reviewing the appraisals of the property we note Mr. Allen has assigned damages in the amount of $1.00 per acre to 200 acres lying southerly of the taking between the bluffs and the right-of-way line, and 100% damages ($15.00 per acre) to 331 landlocked acres lying northerly of the taking between the railroad and the highway. The damages amount to $5,765 of the $8,600 appraisal and constitute a major portion of the compensation.

The State's answer to Point 12 of the 35 points required by paragraph 4A. of PPM 21-4.1, dated December 30, 1960, indicates staff appraisals are made on a before and after basis when damage is a preponderant item of compensation. This procedure would seem to be controlling in this case; therefore, please have Mr. Allen provide a before and after appraisal of that portion of the Shane property directly affected by the taking.

The sketch furnished in Mr. Allen's appraisal indicates some Shane ownership in Section 10, T. 3 N., R. 21 E. The right-of-way map seems to indicate Section 10 is in government ownership. If such is the case there could be less than 331 landlocked acres. Please have this aspect of the appraisal verified.

When the requested information has been received kindly advise us in order that we can make a recommendation regarding Federal participation.

NOTED
LLOYD P. SHAW

RECEIVED
SEP 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Wright
9-26-63

RECEIVED
SEP 30 1963
FOR FILING

477 Cottage Street NE.
Salem, Oregon

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

September 16, 1963

A. W. Parsons
Division Engineer
Salem, Oregon

By: G. E. Brooks
District Engineer

Oregon Project I-80N-4(4)139
E. Unit, Arlington - Heppner Junction Interchange Section
Columbia River Highway
Grading, Paving, and Signing

P.S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance unnecessary, as indicated in Mr. Wright's September 10, 1963 letter.

Attachments

original To Young with attach.
cc Gifford
9-30-63

NOTED
LLOYD P. SHAW

RECEIVED
SEP 26 1963
FOR FILING

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWEN-RL

13 September 1963

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation I80N, John Day Project

NOTED
L PORTER

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to your letter of 6 September 1963, signed by Mr. L. P. Shaw, which requested my approval of the construction plans and that portion of the bid items which are the responsibility of the Department on the construction work designated as, "Arlington-Heppner Junction Section, East Unit" of the construction of Interstate Highway 80N.

As you were advised in my teletype of 11 September 1963, I have approved the portion of the contract plans which relates to construction operations within the limits of the above-referenced agreement. It is also acknowledged that all construction work between Station 482+58 and Station 504+00, estimated at $62,205.00 is the responsibility of the Government. The design of the paving in this area does not conform with the details of pavement design shown in Contract No. DA-45-164-CIVENG-61-103; but we have been advised that this is now the standard paving design for highways of this classification, and it will be acceptable as an alternate.

We cannot, however, agree to payment of additives of 5 percent for preliminary engineering and design and 10 percent for construction supervision and inspection as suggested in your letter, as there is no provision in our agreement for such action. All such costs attributable to the section between Station 482+58 and Station 504+00 are the responsibility of the Government; and as it is not practicable to separate them

Orig. to Shaw
9-17-63

from those on the remainder of this contract, which are the responsibility of the State, it is suggested that they be prorated, based on the estimated cost of the construction. The present estimate is that the Government share of the construction cost is 4 percent of the total. This will result in 4 percent of your design costs being charged to Contract No. DA-45-164-CIVENG-59-39 and 4 percent of your construction supervision and inspection costs being charged to Contract No. DA-45-164-CIVENG-61-103. Such a formula is acceptable to this office.

Minor corrections to the plans should include the location of the riprap quarry proposed for use by Government contractors and located southwest of the Heppner Junction interchange, and inclusion in the specifications of provisions to insure cooperation between contractors involving construction contracts administered by both the State and the Government. Subject to the above, the advertisement of this construction contract for bids is approved.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

RECEIVED
SEP 17 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 9 1963
FOR FILING

September 6, 1963

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Reference is made to the Arlington-Heppner Jct. Section, East Unit of the relocation of Highway 80N on the John Day Lock and Dam Project.

Application is hereby made by the State Highway Department of the State of Oregon at Salem, Oregon, for the approval by the District Engineer, Corps of Engineers, of plans and quantities for the reference section to be advertised for bidding.

Enclosed you will find the original drawings of the contract plans and detailed estimates for the project with a breakdown of the obligation for the Corps of Engineers. Under the terms of Contract No. DA-45-164-61-103 costs for this work are to be allocated as follows:

Total Contract Incl. Engineering & Contingencies			$1,787,026.61
Corps of Engineers Obligation			
Sta. 482+58 - 504+00		$62,205.60	
Ref. Art. 5.d	10%	6,220.56	
Ref. Art. 5.c.9	5%	3,110.28	
Total Corps of Engineers Obligation			71,536.44
Total Oregon State Highway Dept. Obligation			$ 1,715,490.17

Your early attention to this matter would be greatly appreciated so we may meet our contract schedule.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. P. Shaw
Assistant State Highway Engineer

DLT:bjm
cc: Forrest Cooper
F. D. Morgan

enc.

HIGHWAY 80-N LOCATION
EAST UNIT, ARLINGTON-HEPPNER JUNCTION

Summary of Construction
Quantities & Costs, Corps of Engineers

Station "EB" 482+58 to "EB" 504+00 and
Station "WB" 483+11 to 489+83.78Bk = "WB" 504+00
490+37.02Ah

Item	Unit	Quantity	Unit Price	Estimate
1. Clearing and Grubbing	Lump Sum	18%	$	$ 200
2. Drainage Excavation, Unclassified	Cu. Yd.	30	3.00	90
4. General Excavation, Unclassified	Cu. Yd.	27,440	0.60	16,464
5. Extra for Selected Subgrade Material from Cuts	Cu. Yd.	3,160	0.15	474
6. Short Overhaul	Yd. Sta.	23,860	0.01	238.60
7. Long Overhaul	"C" Yd. Sta.	940	0.40	376
9. Finishing Roadbed and Slopes	Mile	.40	1,200.00	480
10. Rounding Cutbanks	Lin. Ft.	580	0.25	145
11. Seeding	Acre	3	150.00	450
12. Grass Seed, Crested Wheatgrass	Lbs.	35	0.80	28
13. Grass Seed, Hard Fescue	Lbs.	20	0.80	16
14. Inorganic Fertilizer, 10-16-8	Cwt.	13	5.50	71.50
17. 15-inch Corrugated Metal Pipe, Uncoated	Lin. Ft.	130	4.25	552.50
26. 18-inch Culvert End Section	Only	1	45.00	45.00
29. Metal Guard Rail	Lin. Ft.	2,670	2.50	6,675
30. Rail End Pieces	Only	5	5.00	25
31. Guide Posts, W-1	Only	25	7.50	187.50
32. Guide Posts, Y-2	Only	6	8.50	51
33. Guide Posts, Y-3	Only	1	9.00	9
34. Type 2 Fence	Rod	10	8.00	80
38. Coarse Crushed Material in Base	Ton	8,760	1.35	11,826

Item	Unit	Quantity	Unit Price	Estimate
39. 3/4"-0 Material in Base	Ton	1,290	$ 1.45	$ 1,870.50
40. Sprinkling	M-Gal	360	3.00	1,080
41. Plant-Mix Bituminous Base	Ton	1,200	3.85	4,620
42. Asphalt in Bituminous Base	Ton	60	34.00	2,040
43. Asphaltic Concrete Mixture	Ton	2,270	4.00	9,080
44. Asphalt in Mixture	Ton	125	36.00	4,500
45. RS-2 Asphalt	Ton	2	75.00	150
46. 3/4"-0 Material in Binder Course	Cu. Yd.	18	4.50	81
47. M.C. 250 Asphalt	Ton	2	60.00	120
		Subtotal		$ 62,025.60
	Extra Work Items			
	Flagging			130.00
	Guide Signing			50.00
		Subtotal		$ 62,205.60
		+10%		6,220.56
		+5%		3,110.28
		TOTAL		$ 71,536.44

HIGHWAY 80-N LOCATION
EAST UNIT, ARLINGTON-HEPPNER JUNCTION

Summary of Construction Quantities, Total Project

Station "WB" 181+00 to "WB" 504+00

Item	Unit	Quantity	Unit Price	Estimate
1. Clearing and Grubbing	Lump Sum	100%	$	$ 11,000
2. Drainage Excavation, Unclassified	Cu. Yd.	680	3.00	2,040
3. Special Borrow Excavation, Unclassified	Cu. Yd.	43,450	0.62	26,939
4. General Excavation, Unclassified	Cu. Yd.	1,044,070	0.60	626,442
5. Extra for Selected Subgrade Material from Cuts	Cu. Yd.	83,950	0.15	12,592.50
6. Short Overhaul	Yd, Sta.	3,521,420	0.01	35,214.20
7. Long Overhaul	"C" Yd Sta.	115,120	0.40	46,048
8. Gravel Blanket in Place	Cu. Yd.	6,110	1.50	9,165
9. Finishing Roadbed and Slopes	Mile	6.11	1,200.00	7,332
10. Rounding Cutbanks	Lin. Ft.	8,550	0.25	2,137.50
11. Seeding	Acre	30	150.00	4,500
12. Grass Seed, Crested Wheatgrass	Lb.	330	0.80	264
13. Grass Seed, Hard Fescue	Lb.	165	0.80	132
14. Inorganic Fertilizer, 10-16-8	Cwt.	130	5.50	715
15. 18-inch Culvert Pipe	Lin. Ft.	620	5.00	3,100
16. 24-inch Culvert Pipe	Lin. Ft.	620	7.50	4,650
17. 15-inch Corrugated Metal Pipe, Uncoated	Lin. Ft.	130	4.25	552.50
18. 18-inch Corrugated Steel Pipe, Uncoated	Lin. Ft.	590	5.00	2,950
19. 24-inch Uncoated Corrugated Steel or Concrete Pipe	Lin. Ft.	310	7.50	2,325

HIGHWAY 80-N LOCATION
EAST UNIT, ARLINGTON-HEPPNER JUNCTION

Summary of Construction Quantities, Total Project

Station "WB" 181+00 to "WB" 504+00

Item	Unit	Quantity	Unit Price	Estimate
1. Clearing and Grubbing	Lump Sum	100%	$	$ 11,000
2. Drainage Excavation, Unclassified	Cu. Yd.	680	3.00	2,040
3. Special Borrow Excavation, Unclassified	Cu. Yd.	43,450	0.62	26,939
4. General Excavation, Unclassified	Cu. Yd.	1,044,070	0.60	626,442
5. Extra for Selected Subgrade Material from Cuts	Cu. Yd.	83,950	0.15	12,592.50
6. Short Overhaul	Yd, Sta.	3,521,420	0.01	35,214.20
7. Long Overhaul	"C" Yd Sta.	115,120	0.40	46,048
8. Gravel Blanket in Place	Cu. Yd.	6,110	1.50	9,165
9. Finishing Roadbed and Slopes	Mile	6.11	1,200.00	7,332
10. Rounding Cutbanks	Lin. Ft.	8,550	0.25	2,137.50
11. Seeding	Acre	30	150.00	4,500
12. Grass Seed, Crested Wheatgrass	Lb.	330	0.80	264
13. Grass Seed, Hard Fescue	Lb.	165	0.80	132
14. Inorganic Fertilizer, 10-16-8	Cwt.	130	5.50	715
15. 18-inch Culvert Pipe	Lin. Ft.	620	5.00	3,100
16. 24-inch Culvert Pipe	Lin. Ft.	620	7.50	4,650
17. 15-inch Corrugated Metal Pipe, Uncoated	Lin. Ft.	130	4.25	552.50
18. 18-inch Corrugated Steel Pipe, Uncoated	Lin. Ft.	590	5.00	2,950
19. 24-inch Uncoated Corrugated Steel or Concrete Pipe	Lin. Ft.	310	7.50	2,325

Item	Unit	Quantity	Unit Price	Estimate
20. 36-inch Uncoated Corrugated Steel or Concrete Pipe	Lin. Ft.	200	$ 14.50	2,900
21. 24-inch Pipe, Station "EB" 219+00	Lin. Ft.	135	7.50	1,012.50
22. 24-inch Pipe, Station "EB" 265+00	Lin Ft.	145	7.50	1,087.50
23. 24-inch Pipe, Station "EB" 345+00	Lin. Ft.	110	7.50	825
24. 24-inch Pipe, Station "EB" 428+00	Lin. Ft.	110	7.50	825
25. 24-inch Pipe, Station "WB" 437+50	Lin. Ft.	155	7.50	1,162.50
26. 18-inch Culvert End Section	Only	35	45.00	1,575
27. 24-inch Culvert End Section	Only	20	60.00	1,200
28. 36-inch Culvert End Section	Only	2	150.00	300
29. Metal Guard Rail	Lin. Ft.	20,320	2.50	50,800
30. Rail End Pieces	Only	35	5.00	175
31. Guide Posts, W-1	Only	370	7.50	2,775
32. Guide Posts, Y-2	Only	6	8.50	51
33. Guide Posts, Y-3	Only	1	9.00	9
34. Type 2 Fence	Rod	230	8.00	1,840
35. Salvage and Reinstall Type 2 Fence	Rod	2,020	5.00	10,100
36. 20'X48" Metal Gates	Only	1	125.00	125
37. Salvage Metal Gates	Only	10	35.00	350
38. Coarse Crushed Material in Base	Ton	133,780	1.35	180,603
39. 3/4"-0 Material in Base	Ton	23,240	1.45	33,698
40. Sprinkling	M-Gal.	3,760	3.00	11,280
41. Plant-Mix Bituminous Base	Ton	21,880	3.85	84,238
42. Asphalt in Bituminous Base	Ton	930	34.00	31,620
43. Asphaltic Concrete Mixture	Ton	60,120	4.00	240,480
44. Asphalt in Mixture	Ton	3,310	36.00	119,160

Item	Unit	Quantity	Unit Price	Estimate
45. RS-2 Asphalt	Ton	15	$ 75.00	$ 1,125
46. 3/4"-0 Material in Binder Course	Cu. Yd.	50	4.50	225
47. Furnishing and Placing Aggregates	Cu. Yd.	330	4.75	1,567.50
48. M.C. 250 Asphalt	Ton	8	60.00	480
49. 120-150 Asphalt	Ton	25	50.00	1,250
50. Removal of Existing Sign Installation	All	All		100
51. Furnish 8 BP 36 Piling	Lin. Ft.	74	5.10	377.40
52. Drive Steel Piles	Only	5	125.00	625
53. Sign Support Footings	All	All		945
54. Metal Sign Posts	All	All		490
55. Wood Sign Posts	All	All		150
56. Type "A" Signs in Place	Sq. Ft.	353	6.70	2,365.10
57. Type "C" and "B" Signs in Place	Sq. Ft.	88	3.65	321.20
58. Type "F" and "G" Signs in Place	Sq. Ft.	14	4.05	56.70
		Subtotal		$ 1,586,368.10
Extra Work Items				
Flagging (State Share)				2,000.00
Guide Signing				100.00
		Subtotal		$ 1,588,468.10
Engineering & Contingencies 12 1/2%				198,558.51
		TOTAL		$ 1,787,026.61

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

REVISED

REVISED

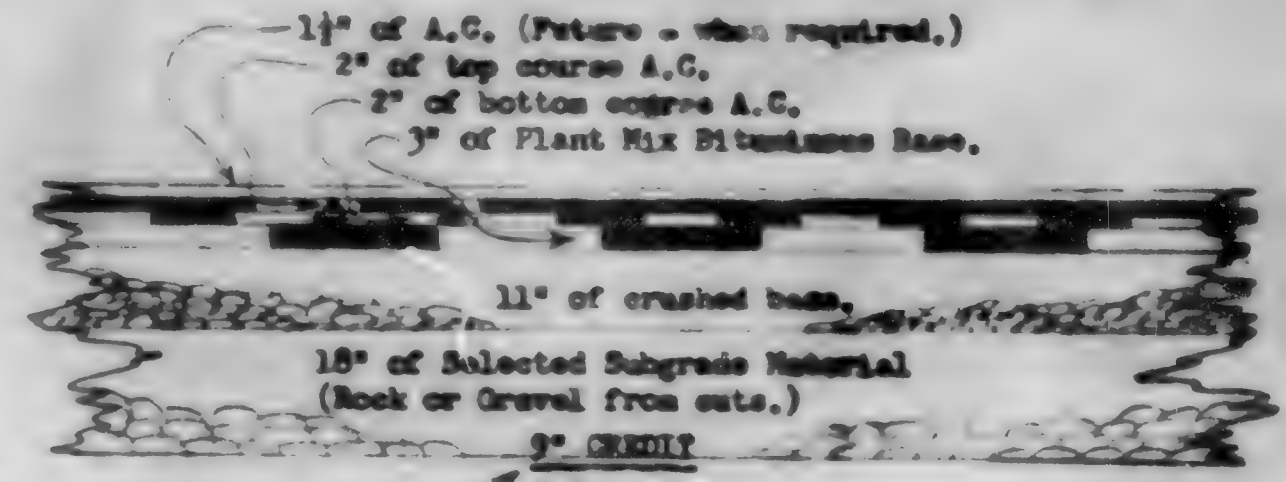
Section E. UNIT, ARLINGTON-BOARDMAN JCT Highway COLUMBIA RIVER (FA 1) County GILLIAM

Res. Engr. Approx. Length of Project 6.7 Miles. Sta. 1598 to Sta. 508+50 Ahd

RECEIVED
JUL 24 1943
FOR FILING

Traffic 0.1 145
Date 2-10-43

Frost Penetration 14"-18" TYPICAL SECTIONS Traffic Classif. - VERY HEAVY


1½" of A.C. (Future - when required.)
2" of top course A.C.
2" of bottom course A.C.
3" of Plant Mix Bituminous Base.
11" of crushed base.
18" of Selected Subgrade Material
(Rock or Gravel from cuts.)
9" CREDIT
(1)
Clayey Silt

(1)
Typical Soil

69	LL
35	PI
88	% P200
0	% Gravel
1	% Coarse Sand
11	% Fine Sand
59	% Silt
29	% Clay
10	"R" Value

AASHO CLASSIF. A A-7-5 (20)

Note:
Revised Project Base Design submitted to recommend the use of Plant Mix Bituminous Base. The quality of the material is generally good, if selected, but zones of poor material will be encountered and should be upgraded.

	Required Base & Pave	Designed Base & Pave	
Crushed	4	4	
Crushed	3	3	
Selected Subgrade	11	11	
Bit.	4	4	
10" of [illegible]			SUBGRADE OR Base
27	Future	1½	PRESENT BC
		28½	FUTURE TOTAL

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for
Suitable material source to be determined by the Engineer.											

NOTED
LLOYD P. SHAW

B.P.R.
cc State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Bridge Engineer

Submitted by [signature] Staff Assistant
Recommended by [signature] Asst Construction Engineer
Recommended by [signature] Engineer of Materials
Approved by [signature] State Highway Engineer

PAVEMENT TYPE SELECTION

A. UNIT
COLUSA RIVER
COLUSA COUNTY
PROJECT

Principal Factors Governing Selection

1. Traffic Classification: VERY LIGHT ADT 300 (1975) ADT 6400 (1995) % Heavy Vehicles 1
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration Negligible Precipitation Annual [illegible] inches

4. Performance of Similar Pavements in Area: Good 1 Fair ____ Poor ____
Remarks: ____

5. Cost Comparisons: [illegible]

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. on A

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not appropriate

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4 and 6, an A.C. wearing surface has been selected
A.C. Wearing Surface was designated in the 20% (b) 5 Needs Study

RECEIVED
APR 29 1963
FOR FILING

Salem, Oregon
April 26, 1963

Mr. W. T. Wright
Right of Way Engineer

Office

As of April 18, 1963 we have authorization of the BPR to proceed with the acquisition of right of way from near the east city limits of Arlington to Heppner Junction Section of Interstate 80N in Gilliam County. The approximate limits are from Station 82 to Station 482. The east limits of this section will tie in with the west limits of the U.S. Army Engineers Heppner Junction Section.

Prefix 611-2504 has been assigned to this project.

L. H. Young
Office Engineer

JAH:lt

RECEIVED
APR 23 1963
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: April 18, 1963

FROM : A. M. Parsons, Division Engineer
Salem, Oregon

SHAW

SUBJECT: Oregon Federal-aid Interstate Program

Your right-of-way authorization request letter of April 11, 1963 satisfactorily completes the documentation of Item 149-B, Project I-80N-4(10)137, Arlington-Heppner Jct. Section, as required by PPM 21-4.1. We herein authorize this project as noted below, effective this date.

The program change approved March 8, 1963 provided an estimated incidental work authorization of $3,000, whereas this authorization for right-of-way acquisition will provide the remaining $43,000 estimated total cost. The Federal funds obligated are $39,300 for this action.

Authorization is subject to closing of all accesses and farm crossings, as shown on maps 7B-2-12, 7B-2-14 and 7B-11-11.

The right-of-way maps, as submitted, have in some areas vague limits. We would appreciate receiving additional copies of these maps as soon as the limits are more clearly defined.

LLOYD P. SHAW

RECEIVED
APR 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

cc Wright
Nash - with report
4-23-63

S-501(1) Little Pudding River Timber 1963
Trestle Br., Brooks-Labish Rd.
#6350

0 4 0 1 4 2

C+A 7642

Fas [redacted] (1)
436

OREGON STATE HIGHWAY DEPARTMENT

FORM A-190 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 87145

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
2-16-66	CC 986		521-1060-297

Contract 6350
S-501(1)

NOTED
RICHARD UNRUH

NOTED
FINANCE
RECEIVED
FEB 17 19..
ENGINEER
COUNTY & CITY DIVISION

Marion County
Courthouse
Salem, Oregon

Attn: Board of Commissioners

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

NOTED
DON H...

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Little Pudding River Bridge. Covered by agreement dated March 2, 1962.			
County advance deposit		$1,200.00	
Less amount previously transferred		$1,200.00	
Balance advance deposit			20,000.00
County share construction cost		$9,312.00	
Less amount previously transferred		$1,200.00	
Balance due			8,112.00
To be refunded			11,888.00

P. B. Aiensmeier

NOTED
W. R. ...

FORM PR-33C
REV. 5-64.

RECEIVED
OCT 15 1964
FOR FILING

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

REGION NO. 8

FINAL INSPECTION OF FEDERAL-AID PROJECT CONSTRUCTED UNDER 1951 SECONDARY ROAD PLAN

(PPM's 20-5 and 20-7)

(Submit original and 3 copies to the Public Roads Division Office)

10-1-64

NOTICE OF COMPLETION AND ACCEPTANCE BY STATE HIGHWAY DEPARTMENT

SIGNATURE

TITLE

STATE

COUNTY

PROJECT NO.

DATE OF INSPECTION
6-26-64

BUREAU OF PUBLIC ROADS INSPECTION MADE BY
Roy Tokerud, Division Bridge Engineer

IN COMPANY WITH
Roy Asbury and D. [illegible], COE

CONTRACTOR'S NAME
Willamette [illegible] Co.

CONTRACT AMOUNT
$ 271,775.50

DESCRIPTION OF IMPROVEMENT AS PROGRAMED

One treated timber trestle, length 1560 feet; ROW - 50 ft. min; roads control - none; Parking restrictions - none.

IMPROVEMENT AS CONSTRUCTED

ROADBED (Width _____ feet)

TYPE CODE NUMBER	NET LENGTH (Miles)	BASE SURFACING WIDTH (Feet)

STRUCTURES OVER 20-FOOT SPAN

TYPE CODE NUMBER	NET LENGTH (Miles)
X071	0.298

REMARKS: The project has been completed in apparent conformity with the State standards and procedures approved in accordance with the 1954 Secondary Road Plan.

NOTED
LLOYD P. SHAW

LITTLE YOUNG RIVER BRIDGE

This structure is located 3 miles east of Brooks. The contract was awarded in October with 240 workdays allowed. Work started on November 5, 1963 and was completed on June 23, 1964. The State's Material Certificate dated August 14, 1964 has been received and is on file. The project has been accepted by the Marion County Court. The roadway width was checked and found to be 26'0" as shown on the plans.

One major revision was made during construction under Price Agreement No. 1. It was determined that the 57 foot long steel span over the main low water channel was unnecessary. The span was replaced with three 19-foot pile trestle spans, which substitution resulted in the entire 1574 foot bridge length being of pile trestle construction. This revision resulted in a reduction in cost of $23,536. There were no other significant revisions.

ACCEPTED FOR BUREAU OF PUBLIC ROADS

SIGNATURE DIVISION ENGINEER
A. W. Bruns

DATE
1-1-64

STATE HIGHWAY DEPARTMENT COPY

Copy To Young
10-14-64

RECEIVED
JUL 24 1964
FOR FILING

July 23, 1964

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

On July 1, 1964, we wrote to you concerning release of final payment on contract #6350, awarded to Willamette Tug & Barge Co., for construction of the Little Pudding River Bridge on the Brooks-Labish Road in Marion County.

Final payment on this contract is $16,152.78 and the total contract amount is $250,260.50. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Willamette Tug & Barge Co.,
Ft. of North Portsmouth Ave.,
Portland, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JUL 1 1964
FOR FILING

June 30, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed June 23 on Contract No. 6350. The contract was with Willamette Tug and Barge Company and was for work on the Little Pudding River Bridge on the Brooks-Labish Road in Marion County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective June 30, 1964, and that you concur in this procedure at the Commission meeting on July 14.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:bbc

RECEIVED
MAR 23 1964
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

March 18, 1964

Original signed by
M. E. Martin
Dist. Engineer

By: M. E. Martin
District Engineer

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons
Division Engineer
Salem, Oregon

08-35-2-DB

Oregon Project I-5-3(56)13, Sutherlin - Winchester Section
Pacific N. W. Bell Telephone Company Utility Adjustment

Our memorandum dated October 28, 1963 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated November 7, 1963, furnished prior to award of contract for the physical construction, and the above mentioned utility's letter dated March 4, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Decker's letter dated March 12, 1964. Reimbursement on an agreed lump sum basis of $226.43 is approved.

Our program memorandum dated October 18, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

original to Young
3-23-64

NOTED
LLOYD P. SHAW

NOTED
H. S. COX

November 25, 1963

NOTED
R. M. ALLISON

Marion County Board of Commissioners
Courthouse
Salem, Oregon

NOTED
DON HARWELL

NOTED
R. H. PRANGE

Gentlemen:

This is to acknowledge receipt of your advance deposit of $61,200 on the Little Pudding River Bridge, FAS 736. Contract No. 6350 has been awarded to Willamette Tug & Barge Company.

A copy of the contract and a set of plans are enclosed. If additional copies are required, please advise us and they will be forwarded immediately.

Very truly yours,

H. S. Cox
County and City Engineer

By

Verne R. Jones
Planning Engineer

VRJ:mm
Encl.

NOTED
V. R. JONES

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
10-22-63	CC 833		521-1060-227

RECEIVED
OCT 23 1963

INVOICE NUMBER
80075

- Marion County
- Courthouse
- Salem, Oregon
- Attn: Board of Commissioners

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Partial transfer county advance deposit for the Little Pudding River Bridge Section, FAS 736.			
Advance Deposit			61,200.00
Partial transfer of advance deposit			41,200.00
To be retained			20,000.00

NOTED
DON HARWELL

NOTED
R. M. ALLISON

NOTED
R. H. FRANCE

NOTED
R. H. FRANCE

NOTED
V. R. JONES

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Remittance Each Request: $.....

A 150 (REVISED 7-60)

NOTED
H. S. COX

NOTED
DON HARWELL

October 11, 1963

Marion County Board of Commissioners
Courthouse
Salem, Oregon

Gentlemen:

On October 8, a satisfactory bid was received from Willamette Tug and Barge Company for the construction of the Little Pudding River Bridge Section of FAS 736. As per the agreement between the State and Marion County, the following advance deposit is required from the county prior to the awarding of a contract.

Bid Items -	$271,775.50
12-1/2% Engineering and Contingencies - - -	33,971.94
TOTAL ESTIMATED COST - - - - - -	$305,747.44

County Advance Deposit:
20% of $305,747.44 = $61,149.49 - - or say $ 61,200.00

Please make this advance in the amount of $61,200 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm

cc: John Andersen, County Engineer

NOTED
V. R. JONES

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: 5419A		WEEK ENDING: Nov. 22, 1963
SECTION: Little Pudding River		SECTION PREFIX: 524-1060
HIGHWAY: Brooks-Labish Road		COUNTY: Marion
NAME OF JOB: Little Pudding River	KIND OF WORK: Bridge Construction	
CONTRACTOR: Willamette Tug and Barge Company	CONTRACT NUMBER: 6350	FEDERAL AID PROJECT NUMBER: S-501(1)
DATE OF CONTRACT: October 18, 1963	DATE WORK STARTED: Nov. 5, 1963	ESTIMATED COMPLETION DATE: June 1, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 4 SUPERVISION: 1	SPECIFIED WORK DAYS: 140	WORK DAYS USED: 7
PROJECT AUTHORIZATION: $ 305,747.44	ENGINEERING AUTHORIZATION: $ 33,971.94	PERCENT OF TIME ELAPSED: 5%
EXCLUSIVE OF ENGINEERING: $ 271,775.50	ENGINEERING COST TO DATE: $ 900	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 1%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ Not determined	PERCENT OF AUTHORIZATION: 0.88 %	
ESTIMATED PERCENT: OVERRUN / UNDERRUN: ____ %	DATE PROJECT WAS COMPLETED: 6-30-64	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
			15				

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: 3010 John Deere loader, one 2010 ripper

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Showers	0	
TUESDAY	"	0	
WEDNESDAY	Cloudy	0	
THURSDAY	"	0	
FRIDAY	Rain	4	
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
NOV 29 1963

RECEIVED
NOV 3

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	No activity.
MONDAY	Removing black top, 2"x2" and railing from old bridge.
TUESDAY	Same as Monday.
WEDNESDAY	Same as Monday.
THURSDAY	Same as Monday.
FRIDAY	Completed removing 2"x2" and black top. Started removing 4"x12" planking.
SATURDAY	No activity.

REMARKS

Progress slow due to contractors desire to salvage 4"x12" planking.
All of black top and 2"x2" removed.

SIGNED _____

ADDRESS 209 Lab. Bldg. Salem Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM). ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
11-40	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 4		COUNTY Marion
		PROJECT NO. S-501(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Little Pudding River to 3 mi. E. Brooks

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-20-63	0.298
OTHER *(Specify)*		

FUNDS	
ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 298,953.00	$ 188,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd W Stone

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: A. E. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer November 14, 1963

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

Oregon State Highway Department

Federal-Aid Secondary
Project No. S-501(1)

LITTLE PUDDING RIVER BRIDGE SECTION

OF FAS 736 IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 31, 1963

Type Code X071
Little Pudding River Bridge (Sta. 139+87 to Sta. 155+61.72) (Contract 6350)

Remove Old Bridge	All Req.		$ 12,000.00
Furnish Treated Timber Piling	24,990 lin.ft.	$ 1.05	26,239.50
Drive Timber Piles	441 only	36.00	15,876.00
Class "A" Concrete (104 cu.yd.)	All Req.		8,500.00
Metal Reinforcement (25,900 lb.)	All Req.		2,500.00
Structural Steel (61,000 lb.)	All Req.		15,000.00
Treated Timber in Place	667 M-FBM	280.00	186,760.00
Class "C" Asphaltic Concrete	490 ton	10.00	4,900.00
Subtotal			$271,775.50
10% Engr. & Cont.			27,177.50
Total			$298,953.00

Length of Structure - - - - - - 0.298 Mile

Federal Funds - - - - - -

Form A-129

OREGON STATE HIGHWAY DEPARTMENT

Project Authorization and Record of Work Orders

Section Little Pudding River
Highway Brooks-Labish Road
County Marion
Kind of Work Bridge Construction Bridge No. 5419A
Contractor Willamette Tug & Barge Co. Ft. of N. Portsmouth Avenue, Portland, Oregon
Specified Work Days 140

Contract No. 6350
F. A. Project No. S-501(1)
Job Prefix 524-1060
Date of Award October 18, 1963
Division Engineer R. Asburry
Resident Engineer L.L. Jensen

CONSTRUCTION AUTHORIZATION

Contract amount ..... $ 271,775.50
Additional anticipated items: NONE $

RECEIVED OCT 29 1963 ENGINEER COUNTY & CITY DIVISION

RECEIVED OCT 29 1963 ENGINEER COUNTY & CITY DIVISION

NOTED
R. M. ALLISON

NOTED
V. R JONES

Subtotal	$ 271,775.50
Contingencies (4½%)	12,229.90
Construction Engineering (8%)	21,742.04
Subtotal	$ 305,747.44
Credit for maintenance rock	
Total original construction authorization	$ 305,747.44

Authorization increases, approved by Commission:

	$
Total present construction authorization	$

RECORD OF WORK ORDERS

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS

State Printing

(Continued on reverse side)

RECEIVED
OCT 25 1963
FOR FILING

October 18, 1963

Willamette Tug & Barge Co.
Foot of North Portsmouth Ave.
Portland 3, Oregon

Gentlemen:

The State Highway Commission on October 8, 1963, accepted your proposal for the Little Pudding River Timber Trestle Bridge on Brooks-Labish Road in Marion County for the sum of $271,775.50, and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6350.

Contract forms are being prepared and will be mailed to you for execution.

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. N. Head, Asst. Secretary

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Parks Dept.
Pacific Builder & Engineer, Inc., Seattle, Wn.
Daily Journal of Commerce, Portland
Daily Journal of Commerce, Seattle

fp

RECEIVED
OCT 9 1963
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
October 2, 1963

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Donald N. Harwell
Mapping & Records Engineer

FAS-C Finance Agreement
Little Pudding River Bridge Section
S-501(1), FAS 736
Marion County

Attached is a partially signed copy of a finance agreement with Marion County covering the Little Pudding River Bridge Section on FAS 736 in Marion County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Marion County.

Secretary

ru
Attach: 1

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

NOTED
[illegible]

September 11, 1963

Marion County Board of Commissioners
Courthouse
Salem, Oregon

Gentlemen:

Enclosed are two copies of an agreement in connection with the Little Pudding River Bridge Section of FAS 736.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to awarding of a contract. The low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit.

If satisfactory, please sign, have the county clerk attest with seal, and return both signed copies to this office. After certification by the Commission Secretary, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than September 30, 1963.

It is presently planned to accept bids for this project at the October 8 letting. The estimate for this project is $369,113. Please keep this estimate confidential. A copy of the plans for your records is also enclosed.

Very truly yours,

H. S. Cox
County and City Engineer

By

Verne R. Jones
Planning Engineer

VRJ:ma
Encl.

cc: Mr. John Anderson, County Engineer

FORM E-123X 50M 3-63

RECEIVED
JUN 27 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

Canal
Bridges
Flum

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 25, 1963

John A. Anderson
County Engineer
Marion County Courthouse
Salem, Oregon

Re: Little Pudding River Bridge
Bridge No. 5419A

Dear Mr. Anderson:

This is to confirm our telephone conversation regarding the Little Pudding River Bridge on the Brooks - Labish Road.

This project was scheduled for the July 16 bid opening. Due to checking of the plans, we are not able to have plans ready for contractors for approximately a week after the advertising date. Because of the lateness of the plans, but primarily because of the lumber and timber strike, I believe it wise to postpone the advertising of this project at this time.

This is to notify you that the decision has been made to postpone the project to the August 27 bid opening at which time we should have a much more favorable climate to ask for bids on this timber structure.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM:dl
cc: P. M. Stephenson

NOTED
P. M. STEPHENSON

NOTED
Harold C. Ayers

NOTED
H. S. COX

RECEIVED
MAY 23 1963
ENGINEER
COUNTY & CITY DIVISION

Oregon State Highway Commission
State Highway Building
Salem, Oregon

NOTED
DON HARWELL

Attention: County and City Relations Division

Subject: Federal Aid Project No. _____

Highway No. FAS 736

Project Name Little Pudding River

Bridge Section

NOTED
R. H. PRANGE

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

*2. We hereby certify that there has been no displacement of persons from residences, farms, or businesses.

~~*3. We hereby certify that all displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.~~

Dated at Salem, Oregon, this 22nd day of May, 1963.

Marion County by its
Board of County Commissioners

Chairman

Commissioner

Commissioner

*Certify either paragraph 2 or 3.

Copies to Division II
& Bridge.
1 copy retained for Wright letter

OREGON STATE HIGHWAY DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

RECEIVED
APR 1 1968
FOR FILING

Location: LITTLE PUDDING RIVER BRIDGE Highway: P.A.S. 736 County: MARION
Approx. Length of Project: 0.37 Miles. Beg. _____ to Sta. _____

TYPICAL SECTIONS Traffic Classif. - MEDIUM

1½" 0-13 Oil Mat.
2" of 3/8"-0 Local source.
12" of crushed base.
Class 2 Sub-grade

(1) Typical Soil

36	LL
14	PI
65	% P200
	(No Ret.)
	% Gravel
	% Coarse Sand
11	% Fine Sand
45	% Silt
20	% Clay
12	"P" Value (Expected)

AASHO Classif. - A-6 (8)

NOTE:
Surfacing thickness design provided to secure ample subgrade support. Marion County to do the grading and oiling of approaches and connections.

Required Base & Mat.		Required Base		Required Surface	
				1½	
				2	
				12	
15				15½	

APPROVED MATERIAL SOURCES

Location	Pit or Quar. No.	Sec.	Type of Material	Est. Quan.	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for
Suitable material source to be determined by the Engineer.											

B.P.R.
as _____ State Highway Engineer
_____ Engineer
_____ Engineer
By _____

Submitted _____

Chief Materials

PAVEMENT TYPE SELECTION

LITTLE PUDDING RIVER BRIDGE SECTION
F.A.S. 736
MARION COUNTY
Prefix 5(8)-1(8)

Factors Governing Selection

Present 1980 % Heavy
Classification: [illegible] ADT 330 ADT 650 Vehicles 10
(NOTE: Increase classification one step for heavy logging use)

Characteristics: See design chart attached

Frost Penetration _____ Annual Rainfall 41"±

Performance of Similar Pavements in Area: Good _____ Fair X Poor _____
Remarks: _____

Cost Comparisons: Not appropriate to due to other factors

Factors Governing Selection

Existing Pavements: Oil Mats

Construction: No problem

Subgrade, Surface, or Elevated Design: Surface

Availability of Aggregates: No problem

Bidding Competition: Not appropriate

Time Consideration: No problem

Labor Preference, Participating Local Government Preference, and Preference to Local Industry: County preference.

Other Not a factor

Possibility of an Adaptation of Local Materials or of Local Commercially Produced Mixes: No problem

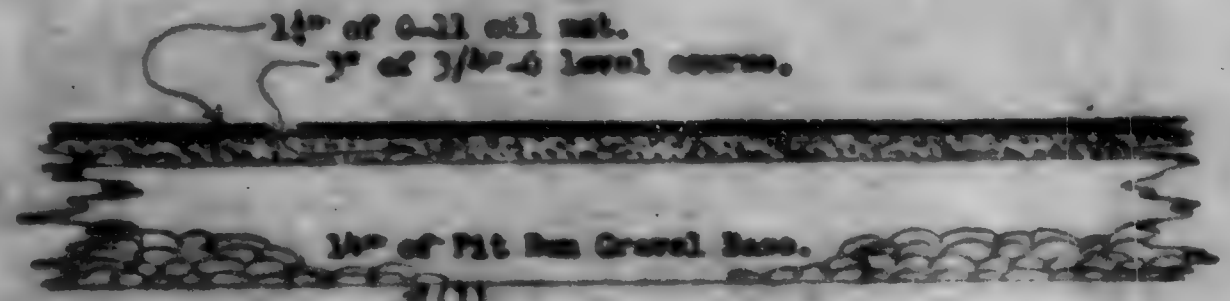
CONCLUSION AND REMARKS:
County preference is an oil mat wearing surface.

RECEIVED
APR 15 1963
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section Mi. 9.1, ROCK CREEK - HAINES Highway F.A.S. 507 County BAKER Profile 501-1407
Spec. Engr. _____ Approx. Length of Project 2.7 Miles. Sta. _____ to Sta. _____ Date 3-5-63

FROST PENETRATION - 36" TYPICAL SECTION: Traffic Classif. - MEDIUM HEAVY (LOGGING AREA)



(1) Typical Soil

28	LL
0	PI
59	% P200 (0% Ret.)
11	% Gravel
7	% Coarse Sand
23	% Fine Sand
55	% Silt
4	% Clay
32	"F" Value (Corrected)

AASHO Classif. - A-4 (3)

*The surfacing thickness design has been increased to equal ½ the depth of frost penetration.

Required Base & Surf. Crushed	Required Base & Surf. Not Crushed	Developed Base & Surf. Crushed	Developed Base & Surf. Not Crushed	
			1½	C-11
			3	Level
			14	P.R. Base
12½		—	*18	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for:
Suitable material source to be selected by the Engineer.											

R E P
BY [illegible]

NOTED
LLOYD R. SUAN

PAVEMENT TYPE SELECTION

W. WEST, ROCK CREEK - BAKER SECTION
F.A.S. 307
BAKER COUNTY
Profile 302-3407

Factors Governing Selection

Present 1930 % Heavy
Traffic Classification: RESIDENTIAL ADT 300 ADT 360 Vehicles 15
(NOTE: Increase classification one step for heavy logging use) (LOGGING AREA)

Soils Characteristics: See design chart attached

Climate: Frost Penetration 36" Annual Rainfall

Performance of Similar Pavements in Area: Good Fair X Poor
Remarks:

Cost Comparisons: Not appropriate due to other factors

Contingency Factors Governing Selection:

Adjacent Existing Pavements: Oil Mats MIXED

Construction: No problem

Grade, Surface, or Elevated Design: Surface

Availability of Aggregates: No problem

Bidding Competition: Not appropriate

Time Consideration: No problem

Local Preference, Participating Local Government Preference, and Use of Local Industry: County preference

Public Utility: No problem

Possibility of an Adaptation of Local Materials or of Local Commercially Processed Mixes: No problem

COMMENTS AND REMARKS:
County preference is an O-11 oil mat.

RECEIVED
APR 12 1962
FOR FILING

LOCATION PROSPECTUS
LITTLE PUDDING RIVER BRIDGE SECTION
FAS 736
MARION COUNTY

The following prospectus is submitted concerning the above-mentioned section of the Brooks-Labish, County M.R. 37 (FAS 736) which is on the Federal-aid Secondary System. The structure is located approximately 2 miles north and 3-1/2 miles east of the northeast limits of the city of Salem at the crossing of county road over the Little Pudding River. Overall length is 0.37 mile..

This will be a location survey to prepare plans, specifications and estimates for the replacement of an existing 1,558-foot bridge. Marion County will do the grading and surfacing of the bridge approaches and connections. The proposed route will be in the same vicinity as the present bridge. The length of the survey will be approximately 3,000 feet to cover the bridge approaches and the structure.

Reconnaissance is not necessary. Routine soils investigations will be conducted. Special drainage studies will be made to provide sufficient waterway to allow unrestricted flow of the Little Pudding River and overflow waters.

The existing 1962 ADT is 410 and the projected 1979 ADT is 650. Traffic and alignment warrant a two-lane highway with maximum grade and curvature of 6 per cent and 18 degrees respectively. The recommended typical section will consist of two 11-foot travel lanes with 4-foot shoulders. The new bridge will have a horizontal clearance of 26 feet.

The present bridge will be removed by the contractor. No detour will be necessary; Marion County has designated other roads in the vicinity for traffic during construction. Burning of old bridge material at the bridge site cannot be permitted due to danger of burning Beaver Dam Soil in vicinity.

This will be a two-lane county road with no control of access.

The tentative base design is:

Surfacing, Type 0-11 Oil Mat	1-1/4"
Top Course Base	2 "
Bottom Course Base	12 "
Total Depth	15-1/4"

(Base design is subject to change upon completion of soils investigation.)

Materials are available from commercial sources in the vicinity of Salem and Silverton.

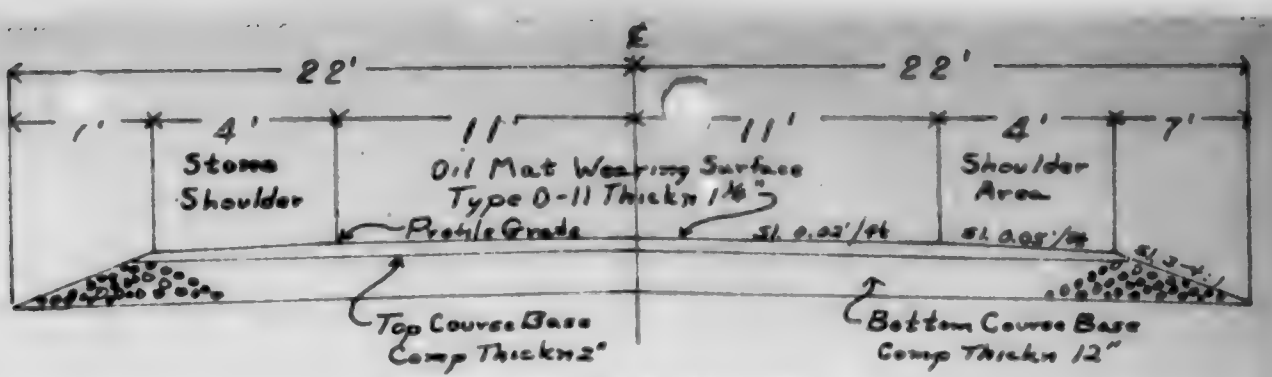
Agreement with the county will be required.

There are no State parks or roadside rest areas affected by the project.

April 6, 1962

Attachment

cc: Forrest Cooper
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
F. D. Morgan
J. D. Walker (3)
Mark Astrup
G. K. Attig
R. C. Blensly
H. S. Cox
F. B. Crandall
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
F. B. Klaboe
Ivan Merchant (3)
J. W. Nash
Carl Plog
C. G. Polk
Fred Sugnet (2)
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young



TYPICAL SECTION

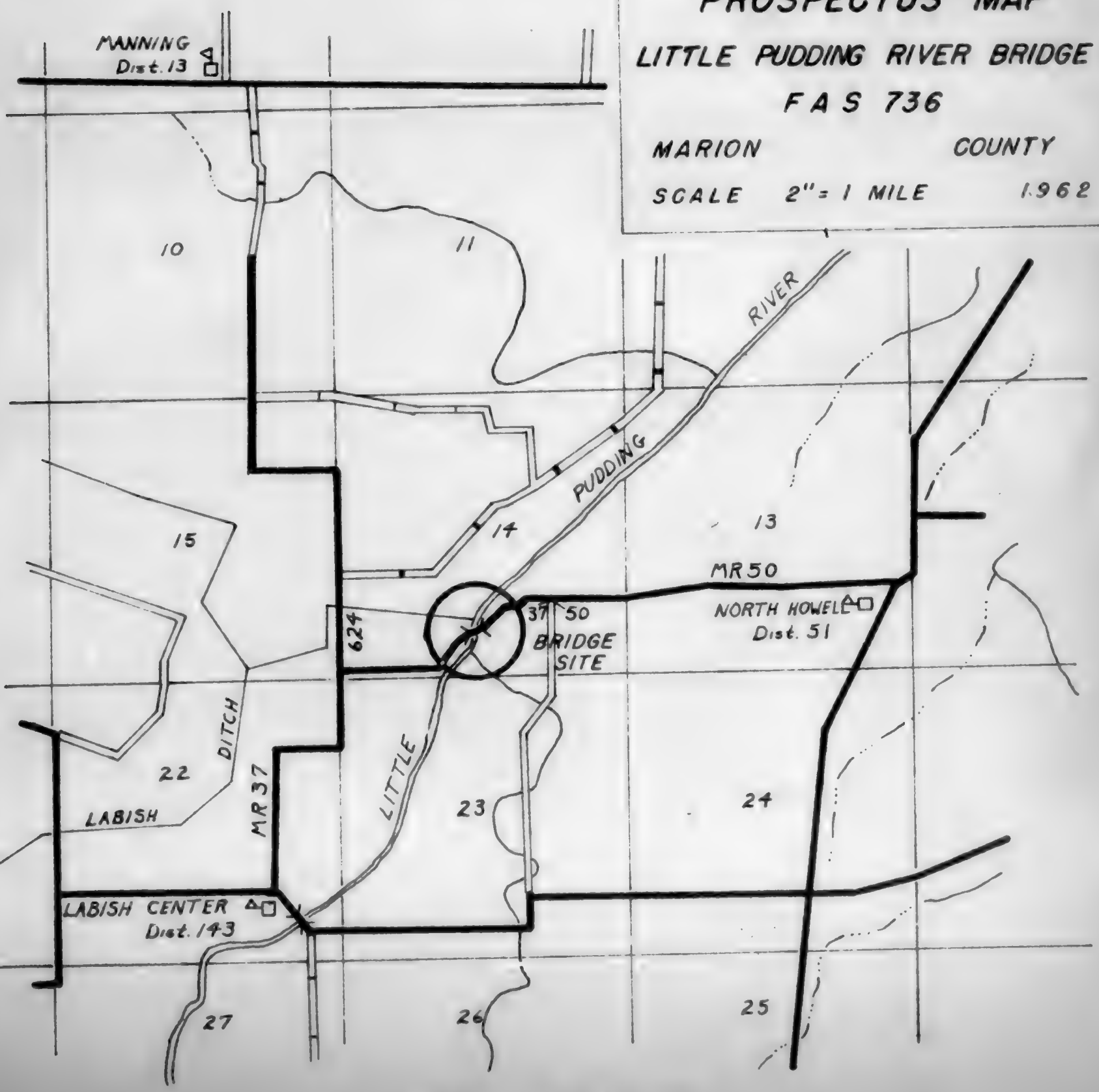
PROSPECTUS MAP

LITTLE PUDDING RIVER BRIDGE

F A S 736

MARION COUNTY

SCALE 2" = 1 MILE 1962



T65 R2W WM

NOTED
Harold C. Ayers

MEMO TO J. W. NASH Date: March 22, 1963

FAS 736, MARION COUNTY LITTLE PUDDING RIVER BRIDGE SECTION

TERMINI: Bridge over Little Pudding River, approximately 3.0 miles east of Brooks.

PROPOSED WORK: Construct a treated timber bridge 1560' long and 26' wide over the Little Pudding River.

NOTED
R. H. PRANGE

NOTED

PROJECT LENGTH: 0.295 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$380,000	$228,000	$76,000	$76,000	(County)

NOTED
DON HARWELL

NOTED
H. S. COX

EXISTING FACILITIES: Pile trestle bridge is 1560' long and 19' wide. There is considerable distortion of the deck and decaying of the piling and superstructure.

ADJACENT SECTIONS:
~~NORTH~~/EAST END: 20' bituminous surface, 4' shoulders.

~~SOUTH~~/WEST END: 20' bituminous surface, 4' shoulders.

PROJECT DATA: Construct a treated timber structure 1560' and 26' wide to replace an obsolescent narrow timber bridge. The bridge will be replaced on approximately the same alignment and the County will construct the connections to the existing well improved road.

RIGHT OF WAY: 50' minimum
ACCESS CONTROL: None required

RR XING: None
MINIMUM DESIGN STANDARDS: No exceptions

SYSTEM ACTION: None required
PUBLIC HEARING: None required

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA: Farm to market road in a highly developed agricultural area. School bus, milk hauling and mail route.

NOTED
R. H. PRANGE

NOTED
V R JONES

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
JOHN D. GRAHAM

February 21, 1963

Mr. John A. Anderson
Marion County Engineer
Courthouse
Salem, Oregon

RE: Right-of-way
Little Pudding River Bridges
FAS 736, Marion County

Dear Mr. Anderson:

Enclosed you will find five original forms in triplicate covering right-of-way to be acquired in connection with the Little Pudding River Bridge Section on FAS 736.

Please return a signed or conformed copy of each option to this office so that we may inform the engineers of the conditions, if any, of each transaction. We are also forwarding three prints of Map No. 8B-27-25 covering this area and bearing our date of February 14, 1963.

35411-A	Don H. and Eva B. Matheny	0.8	acre
" -B	Noble S. and Lela Ragland	0.1	"
" -C	Marion County	0.04	"
" -D	Rolleen and Jack L. Greiner	0.6	"
" -E	Oscar F. and Ruth V. Evans	0.35	"

Very truly yours,

H. S. Cox
County and City Engineer

By

Verne R. Jones
Planning Engineer

VRJ:mm
Encl.

cc: Mr. Earl Saling

FORM E-20 FDM 5-62 43506

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

February 19, 1963
Salem, Oregon

SUBJECT: OPTION
Little Pudding River Bridge Sec.
Pacific Hwy.-Labish County Rd.

To: H. S. Cox, Engr.
County - City Relations
Highway Building

Attached you will find 5 original option forms in quadruplet covering right of way to be acquired in connection with Little Pudding River Bridge Section of the Pacific Highway-Labish County Road, in Marion County.

Please return a signed or conformed copy of each option to the Oregon State Highway Department so that we may inform the Engineers of the conditions, if any, on eadh transaction.

We are forwarding, under separate cover, 4 prints of map number 8B-27-25 covering this area and bearing our date of February 14, 1963.

35411-A	Don H. and Eva B. Metheny	0.8 acre
35411-B	Noble S. and Lela Ragland	0.1 "
35411-C	Marion County	0.04 "
35411-D	Rolleen and Jack L. Greiner	0.6 "
35411-E	Oscar F. and Ruth V. Evans	0.35 "

Earl F. Saling

EARL F. SALING
Right of Way Office Manager

AC
blr
enc. 5 orig. option forms

cc: W. T. Wright

RECEIVED
FEB 20 1963
ENGINEER
COUNTY & CITY DIVISION

JOHN A. ANDERSON, P. E.
COUNTY ENGINEER

THED. KUENZI
ASST. COUNTY ENGINEER

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
PHONE 364-4401, EXTENSION 53
SALEM, OREGON

January 21
1 96 3

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
[illegible]N D. GRAHAM

NOTED
Harold C. Ayers

Mr. H. S. Cox
County-City Relations
State Highway Department
Salem, Oregon

NOTED
R. H. PRANCE

FAS 136

Dear Mr. Cox:

The Marion County Board of Commissioners has authorized the construction of the Long White Bridge on Market Road #37 over the Little Pudding River, and this letter is the State Highway Department's authorization to proceed with the design and contract letting of this bridge.

Very truly yours,

John A. Anderson

John A. Anderson
County Engineer

JAA:s
cc: Marion Co. Board of Commissioners

Copy to Merchant 1-22-63

JOHN A. ANDERSON, P. E.
COUNTY ENGINEER

THEO. KUENZI
ASST. COUNTY ENGINEER

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
PHONE 364-4401, EXTENSION 53
SALEM, OREGON

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
Harold C. Ayers

NOTED
R. IC

January 16
1 96 3

The Honorable Board of Commissioners
of Marion County
Courthouse
Salem, Oregon

Gentlemen:

This office has received further information from the State Highway Department with regard to the proposed construction of a new bridge on Market Road #37 over the Little Pudding River, commonly known as the Long White Bridge.

In their analysis, copy of which is attached hereto, they indicate that the overall cost for the route from A to C, as shown in red, would be approximately $440,000. The alternate proposal shown in green is estimated to cost $450,000.

In view of this further investigation, I would recommend to the County Board that they instruct the State Highway Department to proceed with the design and contract the award for the replacement of the Long White Bridge at the earliest opportunity.

Very truly yours,

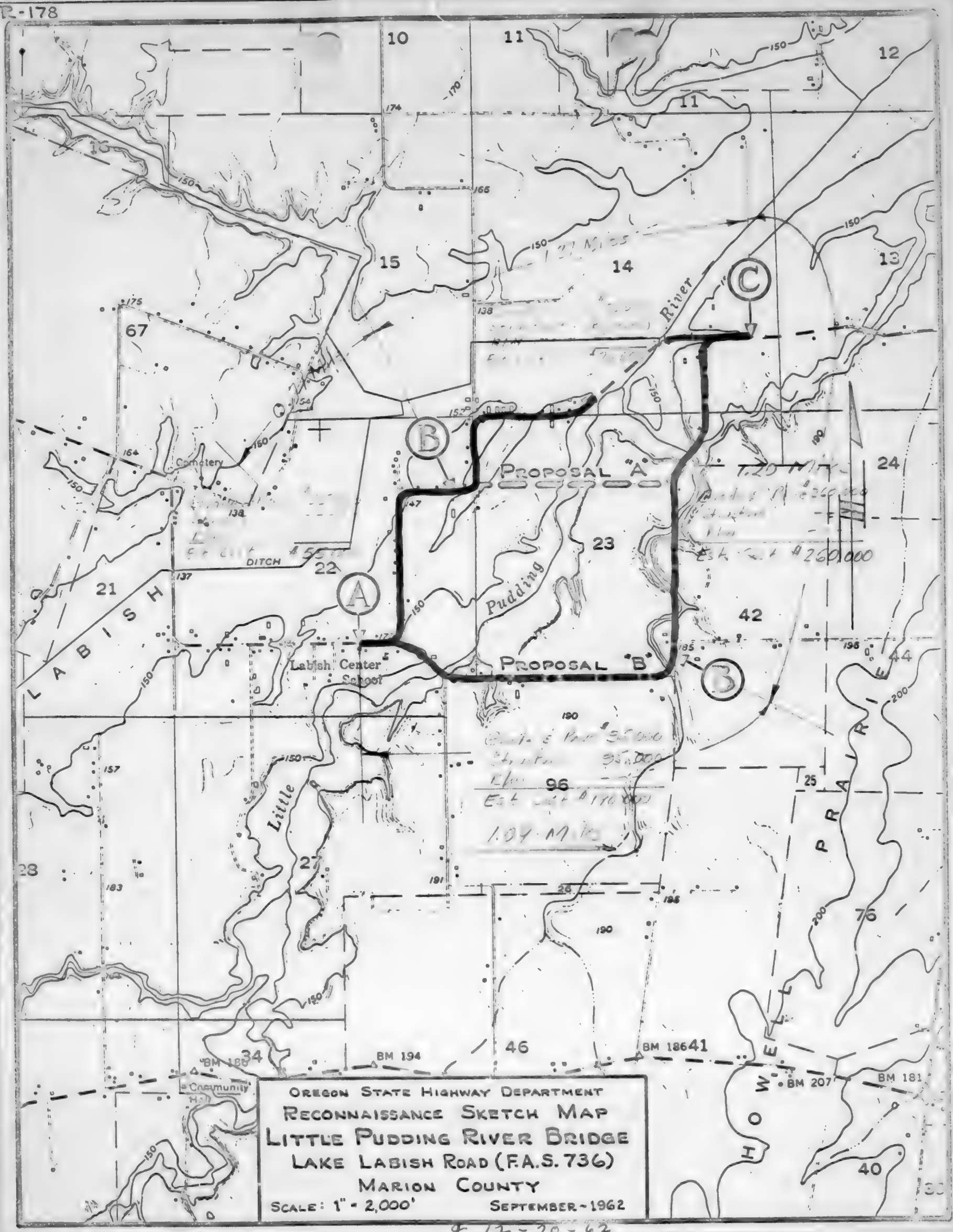
ORIGINAL SIGNED BY
JOHN A. ANDERSON

John A. Anderson
County Engineer

JAA:s
Encl.
cc: Commissioner Henry Ahrens
Commissioner Pat McCarthy
Mr. H. S. Cox

RECEIVED
JAN 17 1963
ENGINEER
COUNTY & CITY RELATIONS

R-178



OREGON STATE HIGHWAY DEPARTMENT

RECONNAISSANCE SKETCH MAP

LITTLE PUDDING RIVER BRIDGE

LAKE LABISH ROAD (F.A.S. 736)

MARION COUNTY

SCALE: 1" = 2,000' SEPTEMBER - 1962

4 12-20-62

FORM E-10X—SOM—5-58 43809

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1962

NOTED
DON HARWELL

SUBJECT: Little Pudding River Bridge
Lake Labish Road (FAS 736)
Marion County

To: Mr. F. D. Morgan
Construction Engineer
OFFICE

NOTED
R. H. PRANGE

Reconnaissance estimates have been prepared for the rerouting of the Lake Labish Road (FAS 736) between Labish Center and North Howell in Marion County. The two route possibilities considered as delineated on the attached sketch map are those proposed by the Marion County Court; it is their intention to abandon the present 1600-foot structure over Little Pudding River through the adoption of either of these proposals.

For Proposal "A" the total estimated cost is $505,000 for 2.12 miles of construction as follows:

	Unit A-B	Unit B-C	
Length, miles	0.77	1.35	
Grade and Pave	$ 55,000	$200,000	
Structure	- - - -	250,000	
Right of Way	- - - -	- - - -	
Est. Const. Cost	$ 55,000	+ $450,000	= $505,000

The two units as shown represent independent construction units and either can be built with little or no effect on the other. On Unit A-B, the estimate reflects the widening of the present 18-foot bituminous macadam pavement to a 22-foot asphaltic concrete pavement with 4-foot shoulders (untreated); no revision in the present alignment and gradient is anticipated. The existing pavement appears to be in good condition and can be utilized. On Unit B-C the estimate reflects new construction having the 22-foot asphaltic concrete pavement with 4-foot shoulders and includes the construction of an 800-foot structure over Little Pudding River.

To County
10-9-62

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ENGINEER
COUNTY & CITY RELATIONS

For Proposal "B" the total estimated cost is $450,000 for 2.29 miles of construction as follows:

	Unit A-B		Unit B-C		
Length, Miles	1.09		1.20		
Grade and Pave	$ 95,000		$ 260,000		
Structure	95,000		- - - - -		
Right of Way	- - - - -		- - - - -		
Est. Const. Cost	$190,000	+	$ 260,000	=	$450,000

As in Proposal "A" the two units shown represent independent construction units and either can be built with little or no effect on the other. On Unit A-B, the estimate reflects the widening of the present 18-foot bituminous macadam pavement to the 22-foot pavement mentioned above and includes replacing of the 220-foot wood structure (24-foot roadway) over Little Pudding River which appears to be in good condition; however, it may not stand up under the amount and frequency of the additional traffic should the present route be abandoned; the Bridge Division should be consulted regarding its condition if it is desirable to continue its use. On Unit B-C, the proposal follows an existing gravelled road having poor vertical alignment of which improvement is anticipated. A small, slow-moving creek is crossed several times by wood bridges (20-foot roadway) which would have to be replaced either because of their inadequacy or of grade revision; this same drainage is crossed by a county road within the limits of Unit A-B by a box culvert (apparently a double 6' x 6'); therefore, box culverts are assumed to be adequate replacements for these wood bridges. On both of the proposals (A & B) right-of-way costs were not considered as it is probable that Marion County would acquire the necessary rights of way.

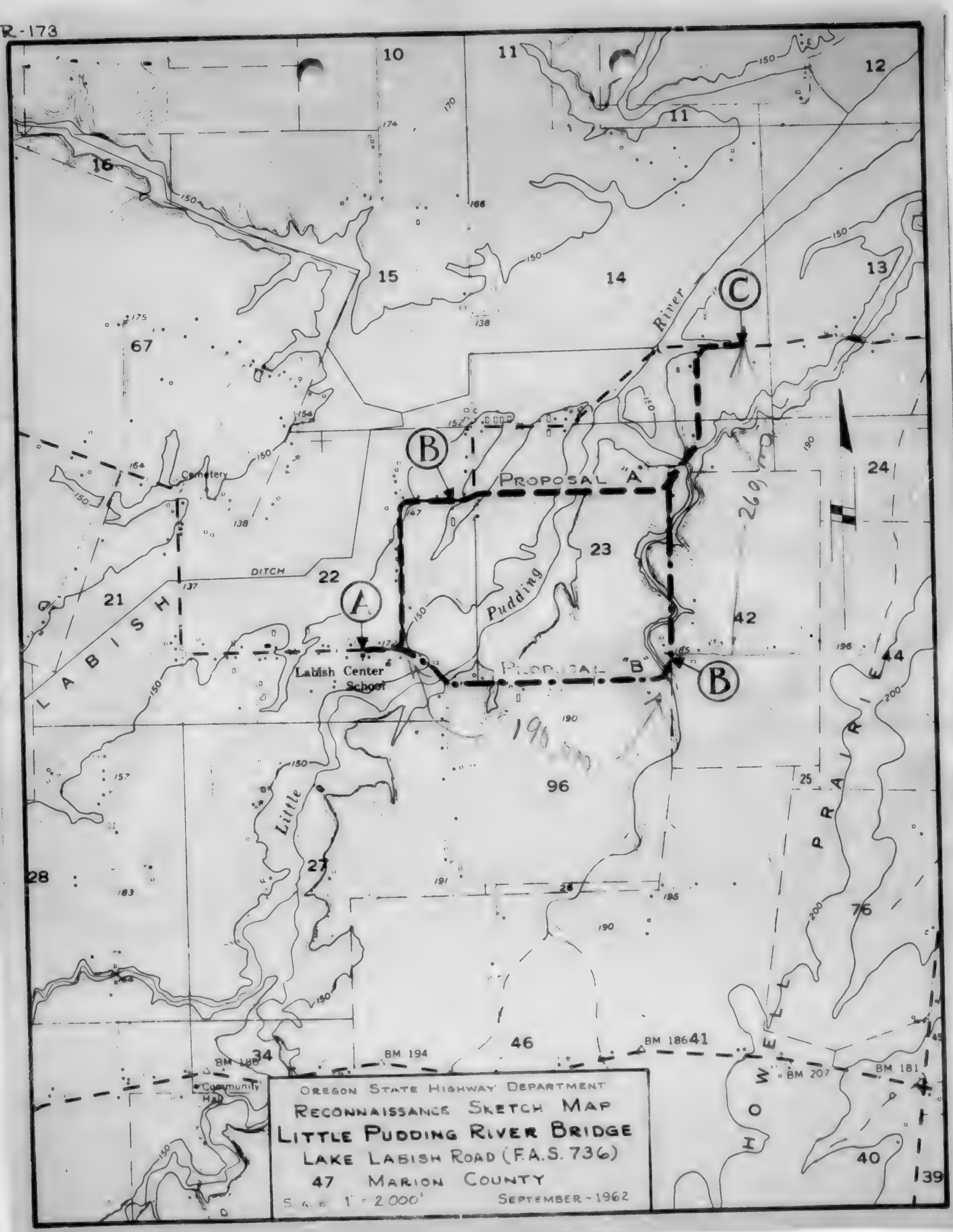
From this investigation it appears that Proposal B would be the logical choice for the rerouting of the Lake Labish Road (FAS 736) for the following reasons: (1) lower construction cost, (2) the so-called Beaver Marsh would be avoided, and (3) rights of way are already established. It is recommended that Proposal "B" be considered.

W. H. Tebeau

W. H. Tebeau
Field Reconnaissance Engineer

WHT:bjh
Attach.

R-173



OREGON STATE HIGHWAY DEPARTMENT

RECONNAISSANCE SKETCH MAP

LITTLE PUDDING RIVER BRIDGE

LAKE LABISH ROAD (F.A.S. 736)

47 MARION COUNTY

SCALE 1" = 2000' SEPTEMBER - 1962

NOTED
R. S. CO

Salem, Oregon
August 31, 1962

NOTED
[illegible] C. Ayers

Little Pudding River Bridge
FAS 736, Marion County

NOTED
DON HARWELL

Jay Barbee

O F F I C E

NOTED

NOTED
R. H. PRANGE

In order to avoid the reconstruction of this bridge at its present site over the Little Pudding River which would require a structure 1560' in length, the County Court has requested that a further study be made to determine if a more economical crossing can be found. To accomplish this, the County Court requests that a reconnaissance survey be made of the two routes shown on the attached map for purposes of comparison. If a new crossing is selected, the FAS route will be changed accordingly and the approved FAS project will be shifted to the new location.

The condition of the Little Pudding River bridge near Labish Center School on the Alternate 'B' route should also be determined.

Verne R. Jones
County & City Relations Planning Engineer

VRJ:eb
Att.

cc: J. D. Walker
Ivan Merchant
J. E. Morelock

NOTED
JOHN D. GRAHAM

LOCATION PROSPECTUS
LITTLE PUDDING RIVER BRIDGE SECTION
FAS 736
MARION COUNTY

NOTED
JOHN D. GRAHAM

NOTED
R. H. PRANGE

NOTED
DON HARWELL

The following prospectus is submitted concerning the above-mentioned section of the Brooks-Labish, County M.R. 37 (FAS 736) which is on the Federal-aid Secondary System. The structure is located approximately 2 miles north and 3-1/2 miles east of the northeast limits of the city of Salem at the crossing of county road over the Little Pudding River. Overall length is 0.37 mile..

This will be a location survey to prepare plans, specifications and estimates for the replacement of an existing 1,558-foot bridge. Marion County will do the grading and surfacing of the bridge approaches and connections. The proposed route will be in the same vicinity as the present bridge. The length of the survey will be approximately 3,000 feet to cover the bridge approaches and the structure.

Reconnaissance is not necessary. Routine soils investigations will be conducted. Special drainage studies will be made to provide sufficient waterway to allow unrestricted flow of the Little Pudding River and overflow waters.

The existing 1962 ADT is 410 and the projected 1979 ADT is 650. Traffic and alignment warrant a two-lane highway with maximum grade and curvature of 6 per cent and 18 degrees respectively. The recommended typical section will consist of two 11-foot travel lanes with 4-foot shoulders. The new bridge will have a horizontal clearance of 26 feet.

The present bridge will be removed by the contractor. No detour will be necessary; Marion County has designated other roads in the vicinity for traffic during construction. Burning of old bridge material at the bridge site cannot be permitted due to danger of burning Beaver Dam Soil in vicinity.

This will be a two-lane county road with no control of access.

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ENGINEER
COUNTY & CITY RELATIONS

The tentative base design is:

Surfacing, Type 0-11 Oil Mat	1-1/4"
Top Course Base	2 "
Bottom Course Base	12 "
Total Depth	15-1/4"

(Base design is subject to change upon completion of soils investigation.)

Materials are available from commercial sources in the vicinity of Salem and Silverton.

Agreement with the county will be required.

There are no State parks or roadside rest areas affected by the project.

April 6, 1962

Attachment

cc: Forrest Cooper
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
F. D. Morgan
J. D. Walker (3)
Mark Astrup
G. K. Attig
R. C. Blensly
H. S. Cox
F. B. Crandall
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
F. B. Klaboe
Ivan Merchant (3)
J. W. Nash
Carl Plog
C. G. Polk
Fred Sugnet (2)
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

PROPOSED PROJECT
MARION COUNTY (1963 FAS Funds)

FAS 736, Little Pudding River Bridge, $278,000.

The proposed project is to replace the existing 1558' pile trestle with a new bridge on the same site. The proposed roadway width will be 24'. The County wishes to have the project let in February or March in 1963 in order that it may be completed before the harvest season. The $278,000 requested represents the present balance of FAS funds available for Marion County and this amount will be supplemented with additional FAS funds when they become available.

Approved 2/16/62

62-b
2/16/62

I-80-4(13) Blalock-Arlington Sec., 1963
130 Columbia River Hwy. (Stone
#6351 Base & Oiling) [redacted]

STATE COPY

Monthly transaction number 9-8-26	FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 14	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Gilliam
Modification number 2	*(PPM 21-7)*	Project number I-80N-4(13)130

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on December 2, 1963, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 100,182.00	$ 108,539.18
Federal funds	$ 88,400.25	$ 93,690.33
Other revisions		

This modification is made for the following reasons:

Post-Final Voucher

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 21st day of September, 1966.

J. B. Kahoe
(Official name of Highway Department)

By Assistant State Highway Engineer

_____
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
A. W. PARSONS, Division Engineer

By T. Dec, Assistant T. Dec
(Division Engineer)

US COMM-DOT C 26364-P65

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DEC 2 1965
FOR FILING

STATE COPY

Monthly transaction number 12-174	FORM PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number I-80N-4(13)130 10	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 12-8-65	County Gilliam
		Project number I-80N-4(13)130

L-51 The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on December 2, 1963, is hereby modified as follows:

Revised estimated total cost of project $ 100,182.60

Revised Federal funds $ 88,400.25

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 8th day of December, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J B Klabe
Assistant State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L R Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

Form Approved; Budget Bureau No. 41-R2089

RECEIVED
DEC 9 - 1963
12 - 36

MONTHLY TRANSACTION NO.

PROJECT REPORTING

FORM R-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

12-2-63

STATE: Oregon

COUNTY: Gilliam

PROJECT NO.: I-80N-4(13)130

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-80N 1.5 mi. E. Blalock East 5 mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	9-16-63	2.457
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 196,456.00	$ 88,150.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stam
Asst. State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By A. W. Parsons
(Division Engineer)
By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer December 2, 1963

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. **RESPONSIBILITY FOR WORK** (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. **SECONDARY ROAD PLAN PROJECT.** The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. **HIGHWAY PLANNING PROJECT.** The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. **PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY.** In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. **PROJECT FOR PRELIMINARY ENGINEERING.** In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. **INTERSTATE SYSTEM PROJECT.** (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. **PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT.** (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. **STAGE CONSTRUCTION.** The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. **BOND ISSUE PROJECT.** (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. **PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS.** The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. **SIGNING AND MARKING.** The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. **MAINTENANCE.** The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. **ADDITIONAL PROVISIONS**

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

Form PR-2, Federal-aid Project Agreement (Supplement)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

The State highway department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the President's Committee on Equal Employment Opportunity, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Bureau of Public Roads and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Bureau of Public Roads may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Bureau, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State highway department further agrees that it will be bound by the above equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

The State highway department agrees that it will cooperate actively with the Bureau of Public Roads and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Committee, that it will furnish the Bureau of Public Roads and the Committee such information as they may require for the supervision of such compliance, and that it will otherwise assist the Bureau of Public Roads in the discharge of the Bureau's primary responsibility for securing compliance. The State highway department further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part III, Subpart D of Executive Order 10925 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Bureau of Public Roads or the Committee pursuant to Part III, Subpart D of Executive Order 10925. In addition, the State highway department agrees that if it fails or refuses to comply with these undertakings the Bureau of Public Roads may cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such State highway department, or may refer the case to the Department of Justice for appropriate legal proceedings.

Oregon State Highway Department

Federal-Aid
Project No. I-80N-4(13)130

BLALOCK-ARLINGTON SECTION OF THE

COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 1, 1963

Type Code 5231
Roadway (Sta. 1247+00 and Sta. 1298+50 to Sta. 1427+50)(Contract 6351)

Metal Guard Rail	3,510	lin.ft.	$ 2.58	$ 9,055.80
Rail End Pieces	7	only	5.00	35.00
Guide Posts, W-1	140	only	8.00	1,120.00
Guide Posts, Y-2	36	only	9.00	324.00
Guide Posts, Y-3	1	only	10.00	10.00
Coarse Crushed Material in Base	102,000	tons	1.04	106,080.00
3/4" - 0 Material in Base	13,200	tons	1.18	15,576.00
Sprinkling	2,070	M-gals.	2.50	5,175.00
Preparation of Base	All	Required (27%)		810.00
3/4" - 0 Material in Binder Course	650	cu.yds.	3.60	2,340.00
Furnishing and Placing Aggregates	4,120	cu.yds.	4.30	17,716.00
MC-250 Asphalt	100	tons	43.00	4,300.00
120-150 Asphalt	310	tons	40.00	12,400.00
RS-1 Asphalt	86	tons	42.50	3,655.00
		Subtotal		$178,596.80
		10% Engr. & Cont.		17,859.20
		Total		$196,456.00

Length of Roadway - - - - - - - - - 2.457 Miles
Cost of Roadway Per Mile - - - - - $79,957.67

SUMMARY OF FUNDS

Description	Total Cost	Federal* Funds	State* Funds	U.S. Army Engr. Funds
Roadway	$196,456.00	$88,150.00	$7,676.00	$100,630.00

* Based on State's obligation. See letter dated September 6, 1963 to U.S. Army Engineers.

Tabulation of estimated quantities and cost for State portion of project as per agreement between State and Corps of U. S. Army Engineers, DA-45-[illegible]-CIVENG-61-183. See letter dated September 6, 1963, to U. S. Army Engineers.

BLOCK-[illegible]

PROJECT NO. I-[illegible]

Metal Guard Rail	1,618	lin.ft.	$ 1.55	$ 4,153.[illegible]
Rail End Pieces	5	only	[illegible]	29.[illegible]
Guide Post, Y-2	46	only	[illegible]	124.[illegible]
Guide Post, Y-3	1	only	[illegible]	[illegible].[illegible]
Coarse Crushed Material in Base	[illegible],718	tons	1.[illegible]	51,6[illegible].[illegible]
3/4" - " Material in Base	[illegible],[illegible]	tons	1.35	7,[illegible].[illegible]
Sprinkling	1,[illegible]	M-gals	[illegible]	2,[illegible].[illegible]
Preparation of Base	[illegible]	Required ([illegible])		365.[illegible]
3/4" - " Material in Binder Course	[illegible]	cu.yds.	1.6[illegible]	1,15[illegible].[illegible]
Furnishing and Placing Aggregates	[illegible],[illegible]	cu.yds.	4.[illegible]	[illegible],[illegible].[illegible]
MC-2[illegible] Asphalt	[illegible]	tons	[illegible]	[illegible],[illegible].[illegible]
[illegible]-[illegible] Asphalt	[illegible]	tons	[illegible]	6,[illegible].[illegible]
RS-1 Asphalt	[illegible]	tons	[illegible]	[illegible].[illegible]
		Subtotal		$[illegible],[illegible].[illegible]
		[illegible]% Engr. & Cont.		[illegible].[illegible]
				$[illegible],[illegible].[illegible]

Oregon State Highway Department

Federal-Aid
Project No. I-80N-4(13)130

BLALOCK-ARLINGTON SECTION OF THE COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement)

Salem, Oregon, September 9, 1963

Type Code 5231
Roadway (1247+00 and Sta. 1298+50 to Sta. 1427+50)

Metal Guard Rail	3,510	lin.ft.	$ 2.60	$ 9,126.00
Rail End Pieces	7	only	5.00	35.00
Guide Posts, W-1	140	only	7.00	980.00
Guide Posts, Y-2	36	only	7.50	270.00
Guide Posts, Y-3	1	only	8.00	8.00
Coarse Crushed Material in Base	102,000	ton	1.30	132,600.00
3/4" - 0 Material in Base	13,200	ton	1.40	18,480.00
Sprinkling	2,070	M-gal.	3.00	6,210.00
Preparation of Base	All	Req.(27%)		945.00
3/4" - 0 Material in Binder Course	650	cu.yd.	3.50	2,275.00
Furnishing and Placing Aggregates	4,120	cu.yd.	3.50	14,420.00
MC-250 Asphalt	100	ton	48.00	4,800.00
120-150 Asphalt	310	ton	46.00	14,260.00
RS-1 Asphalt	86	ton	48.00	4,128.00
		Subtotal		$208,537.00
		10% Engr. & Cont.		20,853.00
		Total		$229,390.00

Length of Roadway . . . . . : 2.457 miles
Cost of Roadway Per Mile $93,361.82

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds*	State Funds*	U.S. Army Engr. Funds
Roadway	$229,390.00	$102,800.00	$8,997.00	$117,593.00

* Based on State's obligation. See letter dated September 6, 1963 to U.S. Army Engineers.

Tabulation of estimated quantities and cost for State's portion of project as per agreement between State and Corps of U.S. Army Engineers, DA-45-164-CIVENG-61-103. See letter dated Sept. 6, 1963 to U.S. Army Engineers.

BLALOCK-ARLINGTON SECTION

Project No. I-80N-4(13)130

Metal Guard Rail	1,610	lin.ft.	$ 2.60	$ 4,186.00
Rail End Pieces	5	only	5.00	25.00
Guide Post, Y-2	36	only	7.50	270.00
Guide Post, Y-3	2	only	8.00	16.00
Coarse Crushed Material in Base	49,710	ton	1.30	64,623.00
3/4" - 0 Material in Base	6,010	ton	1.40	8,414.00
Sprinkling	1,040	M-gal.	3.00	3,120.00
Preparation of Base	All	Sq.(12.86%)		450.00
3/4" - 0 Material in Binder Course	320	cu.yd.	3.50	1,120.00
Furnishing and Placing Aggregates	2,140	cu.yd.	3.50	7,490.00
MC-250 Asphalt	50	ton	48.00	2,400.00
120-150 Asphalt	160	ton	46.00	7,360.00
RS-1 Asphalt	45	ton	48.00	2,160.00
		Subtotal		$101,634.00
		10% Engr. & Cont.		10,163.00
		Total		$111,797.00

RECEIVED
I-80N-4(13)130
SPMED-GA
6351

15 June 1966

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Project - Approval of Price
Agreements, Extra Work Orders, and
State Force Orders under State Contract
No. 6351, Blalock-Arlington Section

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

Reference is made to your letter of 23 September 1965 wherein you submitted for my approval copies of Price Agreements Nos. 1 through 3, Extra Work Orders Nos. 1 and 2, and State Force Orders Nos. 1 through 3, issued under State Contract No. 6351 for construction of the Blalock-Arlington Section of Highway I-80N.

Returned approved are copies of the Price Agreements, Extra Work Orders, and State Force Orders with the following comments:

a. Price Agreement No. 1, Change basis of measurement and payment - This change does not result in any increase or decrease in over-all cost of the materials involved; therefore, there is no change in the contract obligation.

b. Price Agreement No. 2, Change detour removal location - This change documents the location of the detour to be removed, and inasmuch as the cost of removal was already a contract pay item, this item will not affect the contract price.

c. Price Agreement No. 3, Oil shoulders - This work is a betterment; therefore, it is a cost responsibility of the State. Your Contractor's Payment Estimate No. 20 Post-Final indicates this actual amount to be $33,498.30.

Sig'd
Ayers
6-24-66

d. Extra Work Order No. 1, Flagging - The original cost of this item was set up at an estimated $2,000.00 and the entire cost was accepted by the Corps. Your latest Contractor's Payment Estimate No. 20 Post-Final, submitted to this office, showed that payment in the amount of $3,918.00 was paid. Therefore, the Government's obligation is increased $1,918.00 for this item.

e. Extra Work Order No. 2, Slide removal - Since all the work required here was relative to the eastbound lane, it is considered equitable to divide the cost of this extra work in proportion to the linear distance of our respective construction obligation in that lane over the area covered by the Extra Work Order. The State's obligation, as shown on Exhibit B, extends from Station 1298+50 through Station 1427+50 or 129 stations, while the Extra Work Order covers a total of 360 stations. Thus, the Government's share should be based on 231 stations or 64 percent of the cost. The total cost of this work order, as shown on your Contractor's Payment Estimate No. 20 Post-Final, was $1,175.49. Accordingly, the Government's obligation will be increased $752.31 for this item.

f. State Force Order No. 1, Railroad protection; contractor deduction - Funds collected by the State under this force order belong to the State.

g. State Force Order No. 2, Paint traffic lane markers - The original agreement contract provides that the Government will pay the cost of State forces accomplishing this type work. The Arlington Interchange ramps are entirely within the Corps' obligation; therefore, the entire $600.00 cost of this work order is a Government obligation.

h. State Force Order No. 3, Type II barricade - All costs of barricades and traffic control in the original contract are the responsibility of the Government; thus, the $350.00 cost of this additional work will be assumed by the Government.

In summation, the State obligation under this contract will be increased by $33,498.30 for Price Agreement No. 3 and by $423.18 for Extra Work Order No. 2, for a total amount of $33,921.48. The addition of the required five percent for Engineering and ten percent for Supervision and Administration costs will result in a total increase in State obligation of $39,009.70.

EPWCO-CA 15 June 1966
Mr. Forrest Cooper

Your concurrence in this matter would be appreciated so that appropriate adjustments may be made in the final billing.

Sincerely yours,

FRANK D. McELDER
Colonel, Corps of Engineers
Contracting Officer

8 Incl
1-3 PA 1, 2 & 3
4&5 ENG 1 & 2
6-8 SPO 1, 2 & 3

RECEIVED
MAR 28 1966
FOR FILING
I-82, 4(12)(3)
6351

March 25, 1966

United Pacific Insurance Company
Fidelity and Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment for $20,160 will be made to Materne Bros. Company on Contract No. 6351 for stone base and oiling on the Blalock-Arlington Section of the Columbia River Highway in Gilliam County as soon as the warrant is prepared.

The total amount paid on this contract will be $841,553.19 including the post-final payment. Of the total $5,423.97 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fkn

cc Materne Bros. Co.
P.O. Box 0
Rosewood Station
Spokane 54, Washington

C.H. Maison
Attn: John Herr

RECEIVED
MAR 17 1966
FOR FILING

NPMCO-CA

10 March 1966

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Project - Time Extension for
State Contract 6351 - Blalock to
Arlington Section

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

Receipt is acknowledged of your letter dated 1 February 1966 in which you advised that your construction contracts provide that claims submitted 90 days after mailing of the engineer's final estimate and voucher to the contractor will not be honored. In light of this requirement and since no claims were received within the time limit specified, I agree that there is no necessity of obtaining a release from the contractor as previously requested in my letter of 18 January 1966.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

orig to Morgan
copy to Young
3-17-66

RECEIVED
APR 11 1966
FOR FILING
I-80N-4(13)1EC
6351

March 9, 1966

Materne Bros Company
P. O. Box 0
Rosewood Station
Spokane 54, Washington

Gentlemen:

The State Highway Commission at its meeting on March 8 considered your request for an extension of time on Contract No. 6351 on the Blalock-Arlington Section of the Columbia River Highway in Gilliam County

After considering the recommendation of the Engineer and other available information, the Commission extended the completion date to September 13, 1965, without assessment of liquidated damages

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc A F Parsen
C D Hiatt
L H Young
F D Morgan
C. H. Malsen
Bureau of Public Roads
Corps of Engineers

RECEIVED
MAR 8 - 1966
FOR FILING
I-82N-4(13)130
6351

March 7, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 14
March 8, 1966 meeting

Gentlemen:

Materne Bros. Co., contractor on the Blalock-Arlington Section of the Columbia River Highway in Gilliam County, Contract No. 6351, requests an extension of the specified completion date from July 1 to September 30, 1965. The contractor's request is based on delays caused by noncompletion of a Corps of Engineers grading contract, work added to the contract, a laborers' strike and a stop work order issued over the Labor Day weekend.

The following reasons justify a total of 110 calendar days, which would extend the completion date to September 18, 1965:

Grading work done under the Corps of Engineers contract, 41 days; extra work to oil the highway shoulders on this project, 29 days; the laborers' strike in May 1964, 15 days; and the stop work order, issued over the Labor Day weekend, 5 days.

I recommend that the specified completion date be advanced to September 13, 1965, which was the actual completion date, which will eliminate all liquidated damages.

This is a Federal-aid Interstate project and we have Corps of Engineers and Bureau of Public Roads approval.

This matter will be on the agenda for your consideration at the March 8 meeting.

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

Very truly yours,

Forrest Cooper
State Highway Engineer

DES:nh:rw bg

E—310 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date September 7, 1965

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from specified date of June 1 days to 9/30/65 days, within which to complete our Contract No. 6351, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

1. Non completion of grading contract by Peter Kiewit Sons' Co. 1/1/65 to 3/2/65.
2. Extra work order to oil shoulders - this will delay placing of guard rail until completion.
3. Extra work order for concrete retaining wall - this will take three weeks or more to do & there will be a 20 day waiting period before placing crushed aggregate.

Respectfully submitted,

Materne Bros. Inc.
Contractor

By Don T. Materne
Treasurer

CONSENT OF SURETY

Date SEPTEMBER 7th, 19 65

We, UNITED PACIFIC INSURANCE COMPANY

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James E. McTigue (JAMES E. McTIGUE)
Attorney-in-fact

(SEAL)

Homer Perry Jr
Resident Agent at Portland, Oregon

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6351 Contractor Materne Bros. Co.

Highway Columbia River

Section Blalock - Arlington

Kind of Work Stone Base and Oiling

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED.** The reasons for such recommendation are as follows:

[redacted]

Corps of Engineers' grading contract delay justifies 61 calendar days. Oiling highway shoulder added to project justifies 29 calendar days. Laborers' strike justifies 15 calendar days. Stop work order over Labor Day weekend justifies 5 calendar days.

Recommended for Approval:

Division Engineer

for Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No.	6351
Project designation	I80N-4(13)130 (State-Federal)
Date awarded	October 28, 1963
Work started	November 22, 1963
Per cent completed	100% 9/13/65 (Date)
No. of Workdays Allowed	2
No. of Workdays Used	20
No. of Added Workdays Requested	120

Beg. bal. to September 13, 1965

State Printing 27029

FORM E-30 50M 8-65 SP°6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 15, 1965

SUBJECT: Extension of Time
Blalock-Arlington Section
Contract No. 6351

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Herewith a new request from Materne Bros. Company, contractor on the subject section, bringing their time extension request up to date to include a stop work order which affected this work over Labor Day weekend, and also increase the time requested to September 30, 1965. The other reasons restated are the same as were presented to you under date of May 17, 1965 and which were directed to the Bureau of Public Roads under date of June 4, 1965 with a recommendation for extension of the completion date from the June 1, 1965 specified to August 15, 1965, which was then the estimated completion date. This letter further states that the reasons given justified an extension to September 13, 1965. Actual completion date of this contract was September 13, 1965.

The Bureau did not concur in our recommendation because of the restrictive time extension specification on this contract. They concurred in the strike time extension only. The Bureau of Public Roads' participation is only about 10 per cent of the cost of this project.

We believe the stop work time should be submitted to them now and have prepared the attached letter accordingly.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:fp
Attach.

RECEIVED
OCT 18 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 2, 1966

In reply refer to: 08-35.DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-80N-4(13)130
Blalock-Arlington Time Extension

Mr. Klaboe's letter, dated January 5, 1966, again requested our concurrence in a time extension on the subject project. This time extension would establish a new completion date of September 13, 1965.

The Special Provisions under which this project was constructed specifically deleted all paragraphs of the "Supplemental General Provisions" issued July 1, 1963, except the first paragraph. The Special Provisions also deleted in their entirety from the "Supplemental General Provisions" the provision under the heading "Increase in Time for performance of Contract".

The extension of time request is based on the fact that the contractor was prohibited from completing the oiling on the easterly 2.2 miles of this project for 61 calander days, and that under Price Agreement #3 provisions were made for the additional work which called for the oiling of the shoulders throughout the length of the project.

Federal-aid Interstate funds applied to only a small portion of this total contract (from Sta. 1298+50 to 1427+50), and the majority of the contract delay occurred on the portion of the contract that was constructed under funds obligated by the Corps of Engineers.

Due to the unusual circumstances that are present in this particular case, the magnitude of the delay created by another contractor working under the supervision of the Corps of Engineers on the Arlington grading project, and the fact that the Corps of Engineers have concurred in the requested time extension by their letter dated January 18, 1966, this office agrees to the time extension on the subject project.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-30X—50M—1-65 SP 19102-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 14, 1965

To: MEMO TO THE FILES

SUBJECT: Blalock-Arlington Section
Contract No. 6351
Request for Time Extension

At the suggestion of Mr. Wayne Lichter of the Walla Walla office of the Corps of Engineers, Mr. Alan Johansen from our Legal Division and myself met last Friday, December 10th, in Portland with three people from the Corps of Engineers' Walla Walla office -- Messrs. Gus Olmstead, Bert Pettinato and John Goetz. The purpose of this meeting was to discuss the request for time extension on the subject project which was presented by the contractor, Materne Brothers, and which was sent to the Corps of Engineers for their approval under date of October 29, 1965.

After a brief discussion of the engineering features of the extra work, which was the basis of a part of the time extension request, and the non-availability of a segment of the grade, which the Corps people readily agreed was true, Mr. Johansen briefly reviewed the legal basis.

After some further discussion, the Corps attorneys concurred that the request should be granted. Formal written concurrence will be forthcoming.

John A. Bond
Staff Assistant

JAB:bjm

cc: F. B. Klaboe
A. F. Parson

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DEC 16 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 1 = 1965
FOR FILING

October 29, 1965

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Re: Contract No. DA-45-164-CIVENG-61-103
Selection, Oregon Highway Facilities
John Day Dam

Dear Sir:

We have received a request for an extension of time from Materne Bros. Company, contractor on the Hinkle-Arlington Section of the Columbia River Highway in Gilliam County, Contract No. 6351. The request is for an extension of the specified completion date from June 1, 1965, to September 30, 1965, based on delays caused by noncompletion of the Corps of Engineers' grading contract, additional time to accomplish shoulder oiling, construction of a retaining wall extension by force account, a Laborers' strike, and a "stop work" order issued over the Labor Day weekend.

Grading work being done under the Corps of Engineers' grading contract was to have been completed by January 1, 1965. It was not completed until March 2, 1965. The contractor was prepared to start surfacing work on this section on January 1, 1965, but could not commence until March 2, 1965. This delay amounts to 61 calendar days and an extension equal to this time is justified.

The plans for this project call for a temporary oil mat surfacing. On February 17, 1965, a Price Agreement was negotiated with the contractor to oil the shoulders. The decision to oil the shoulders was made as a traffic safety feature. The Price Agreement amounted to $38,400. This is 4.73 percent of the original contract amount. Applying this percentage to the original number of specified calendar days would justify a 29-day extension.

The extension of the retaining wall on the "C" ramp of the Arlington Interchange was covered by a Price Agreement and required a certain amount of additional time to construct. However, this work was of a nature which could be done concurrently with the contractor's surfacing operations and we believe that an extension is not justified.

The Laborers' strike between May 4 and May 19, 1964, amounts to 15 calendar days and a like extension is justified.

The "stop work" order was in effect from September 3 through September 7, 1965, and a like extension is justified.

The reasons listed above justify an extension of 110 calendar days which would extend the completion date to September 18, 1965. The specified completion date for this contract was June 1, 1965. The project was completed September 13, 1965, at which time 72 penalty days had been assessed amounting to $20, 160 in liquidated damages.

We recommend that the completion date be extended to September 13, 1965. This will eliminate all penalty. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. S. Klaboe
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. L. M. Young
Mr. F. D. Morgan
Mr. A. F. Parsen

DES:fp srb

FORM E-30 50M 3-62 SP°6670-724

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 26, 1965

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
B U I L D I N G

SUBJECT: Extension of Time
Blalock-Arlington Section
Columbia River Highway
Contract No. 6351

Reference is made to previous correspondence on this subject dated May 17 and October 15.

Attached is a rough draft of a letter to the Corps of Engineers requesting their concurrence in an extension of time.

The Bureau of Public Roads has indicated that they will concur in an extension of time amounting to the total time lost during a labor strike in May of 1964, and during the period when a "stop work" order was in effect over the Labor Day weekend. The Bureau of Public Roads' responsibility on this contract amounts to approximately 9.1 per cent.

Total liquidated damages assessed against this project amount to $20,160. The extension of time which the Bureau of Public Roads has concurred would reduce the liquidated damages to $16,520. Applying the Bureau of Public Roads Federal participation percentage against this amount indicates that we would have to credit the Bureau of Public Roads' portion of the project approximately $1,500. This is based on the assumption that the Corps of Engineers concurs in our recommendations for a time extension and that the Highway Commission grants the extension.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:fp
Attach.

RECEIVED
OCT 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 20 1965
FOR FILING

Exp 4(0)13
6351

October 19, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Extension of Time
Klalock-Arlington Section
Contract No. 6351

Dear Sir:

We have received from Materne Bros. Company, contractor on the subject project, a further request for an extension of the specified completion date from June 1, 1965, to September 30, 1965. A similar request was submitted to you under date of June 4 to which you replied under date of June 10 concurring in only the strike time involved.

The new request includes only one additional reason; namely, a stop work order which halted a majority of the work on this project over Labor Day weekend from September 3 through September 7. A copy of the stop work order is attached.

We ask your concurrence in waiving the assessment of liquidated damages for this period of time.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Attachment

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. C. H. Maison
Mr. L. H. Young
Mr. A. F. Parsons

JAB:fp srb

[illegible]

[illegible]

[illegible]
[illegible]
[illegible]

Re: Blalock - Arlington
Contract No. 6[illegible].
I[illegible]4(13)130
Stone Base and Oiling

Gentlemen:

This is to confirm my telephone conversation of 9/2 with Mr. Fred Woodson, of Interstate Paving Co., relative to the balance of oiling work on the above subject Interstate Highway Project.

We were requested to delay the Final Seal Oiling, which was scheduled for Friday p/3. And it was mutually agreed that no work would be done, which would interfer with traffic, on Friday September 3 and Tuesday September 7, 1965.

The assessment of "Liquidated Damages Daily Charge", for delay in completion of the Contract, shall not be applicable covering the days of Friday September 3 and Tuesday September 7, 1965.

Very Truly Yours

C. C. Mahaney, Res. Engr.

cc - J.F. Peters
Interstate Paving Co.
F.E. Compton Co.

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Kloor File

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 10, 1965

In reply refer to: 08-35.4-DA

FROM : T. Dec
Assistant Division Engineer

SUBJECT: Request for Time Extension, Blalock-Arlington Section
Columbia River Highway
Oregon Project I-80N-4(13)130

A review has been made of the contractor's request for a time extension on subject project from June 1, 1965 to August 15, 1965. We note your concurrence in the above date.

We do not concur in your recommendation for the date shown. We limit our concurrence to the 15 calendar days shown in paragraph one, page two in your letter regarding the strike between May 4 and May 19, 1964.

RECEIVED
JUN 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 4 - 1965
FOR FILING

June 4, 1965

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Request for Time Extension
Blalock--Arlington Section
Columbia River Highway
Oregon Project No. I-[illegible]-4(13)130

Dear Sir:

We have received from Materne Bros. Company, contractor on the subject project, a request for an extension of the specified completion date from June 1, 1965 to August 15, 1965.

The contractor's request is based on delays caused by the non-completion of the Corps of Engineers' Arlington grading contract, extra time required to perform shoulder oiling, and constraint retaining wall extension under force account and a laborers' strike.

The Corps of Engineers' grading contract was scheduled to be completed on January 1, 1965 and at that time the contractor had completed all of the surfacing and oiling work west of the Corps of Engineers' contract and was prepared to commence surfacing work on the Corps of Engineers' grading contract area. However, the Corps of Engineers' contract was not completed until March 2, 1965. This prevented the contractor from performing his surfacing work on the easterly 2.2 miles for 61 calendar days. An extension of this 61-day delay is justified.

The plans for this project called for a temporary oil mat surfacing. On February 17, 1965 a price agreement was negotiated with the contractor to oil the shoulders. The decision to oil the shoulders was made as a traffic safety feature. The price agreement amounted to $36,400. This is 4.7% percent of the original contract amount. Applying this percentage to the original number of specified calendar days would justify a 15-day extension.

The extension of the retaining wall on the "C" ramp of the Arlington Interchange is covered by a Price Agreement and will require a certain amount of additional time to construct.

however, this work is of a nature which can be done concurrently with the contractor's surfacing operations, and we believe that an extension is not justified.

The laborers' strike between May 4 and May 19 of 1964 amounts to 13 calendar days and a like extension is justified.

The reasons listed above justify an extension of 103 calendar days which would extend the completion date to September 13, 1965, if required. The specified completion date for this contract is June 4, 1965.

It is our recommendation that the completion date for this project be extended from June 4, 1965 to August 13, 1965. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. S. Klaine
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. L. H. Young
Mr. C. H. Nelson
Mr. A. F. Farrow

FORM E-30 50M 3-63 SP*8470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1965

SUBJECT: Extension of Time
Blalock-Arlington Section
Columbia River Highway
Contract No. 6351

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

Attached is a request from Materne Bros. Co., contractor on the subject contract, for an extension of the specified completion date from June 1, 1965, to August 15, 1965, without the assessment of liquidated damages.

The contractor's request is based on delays caused by thenon-completion of the Corps of Engineers' Arlington grading contract, extra time required to perform shoulder oiling, and construct retaining wall extension under force account and a Laborer's strike.

The Corps of Engineers' grading contract was scheduled to be completed on January 1, 1965 and at that time the contractor had completed all of the surfacing and oiling work west of the Corps of Engineer's contract and was prepared to commence surfacing work on the Corps of Engineers' grading contract area. However, the Corps of Engineers' contract was not completed until March 2, 1965. This prevented the contractor from performing his surfacing work on the easterly 2.2 miles for 61 calendar days. An extension of this 61 day delay is justified.

The plans for this project called for a temporary oil mat surfacing. On February 17, 1965 a price agreement was negotiated with the contractor to oil the shoulders. The decision to oil the shoulders was made as a traffic safety feature. The price agreement amounted to $38,400.00. This is 4.73% of the original contract amount. Applying this percentage to the original number of specified calendar days would justify a 29 day extension.

The extension of the retaining wall on the "C" ramp of the Arlington Interchange is covered by a Price Agreement and will require a certain amount of additional time to construct. However, this work is of a nature which can be done concurrently with the contractor's surfacing operations and we believe that an extension is not justified.

The Laborer's strike between May 4 and May 19 of 1964 amounts to 15 calendar days and a like extension is justified.

The reasons listed above justify an extension of 105 calendar days which would extend the completion date to September 13, 1965, if required. The specified completion date for this contract is June 1, 1965. Resident Engineer's Weekly Report dated May 7, 1965 anticipated a completion date of July 15, 1965. This estimated completion date would involve 45 calendar days which includes 32 penalty days amounting to $8,960.00 based on the penalty rate of $280.00 per day.

We recommend that the contractor's request for an extension of the specified completion date to August 15, 1965 (76 calendar days) be granted. Based on the present estimated completion date of July 15, 1965 this extension would eliminate all anticipated penalty days.

This matter has been discussed with the Bureau of Public Roads' Area Engineer who agrees that our reasons for granting an extension are valid, but will not give an indication of concurrence or denial until the time extension request for the West Unit, Coast Range Summit Contract has been resolved by their Regional Office. The West Unit, Coast Range Summit request is being used as a test of our right to grant an extension of time under the terms of the contract special provisions which exclude certain portions of the supplemental general provisions pertaining to time extensions.

Rough drafts of letter to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By G. L. Decker

G. L. Decker
Assistant Construction Engineer

DES:bjm
Attachments

cc: L. H. Young
~~A. E. Johnson~~
A. F. Parson

RECEIVED
MAY 18 1965
OFFICE OF
STATE HIGHWAY ENGINEER

MATERNE BROS. CO.

ROAD CONTRACTORS

Box O — Rosewood Sta.
FA 7-3860

SPOKANE 53, WASHINGTON

March 15, 1965

REASONS FOR DELAYS IN PROSECUTION OF WORK

1. Non-completion of grading contract by Peter Kiewit Sons' Co. 1/1/65 to 3/2/65

2. Extra work order to oil shoulders - This will delay placing of guard rail until completed.

3. Extra work order for concrete retaining wall - This will take three weeks plus to do, and there will be a 28 day waiting period before placing crushed aggregate.

4. Laborers union on strick in May 1964 for two (2) weeks.

Request time extension to August 15, 1965.

MATERNE BROS. CO.

RECEIVED
FEB 9 - 1966
FOR FILING

I-80N-4(13)170

February 9, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. I-80N-4(13)130

Dear Sir:

Your September 22, 1965, endorsement noted that contract work on Contract No. 6351, Malock-Arlington Section in Gilliam County, Federal-Aid Project No. I-80N-4(13)130 was satisfactory. The State Highway Commission authorized acceptance of the contract as of January 11, 1966.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force Order by State Forces, or others, completed 10-20-65.

Contractor's wage certification is dated 10-26-65.

Attachments are as follows:

Materials Report, FH-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (B-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: C. H. Maison
F. D. Morgan
R. H. Chase

RECEIVED
FEB 1 - 1966
FOR FILING

I-SAN-4(12)130

6351

February 1, 1966

Colonel Frank D. McElwee
Contracting Officer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Re: Contract No. DA-45-164-CIVENG-61-103, Relocation of Oregon Highway Facilities, John Day Project-Extension of Time for Contract No. 6351, Blalock-Arlington Section

Dear Sir:

Your January 18 letter concurring in a time extension on the subject project requests that a release from all claims from the contractor be made a condition of final settlement. The supplemental general provisions (page 12) of this contract include a provision requiring that the contractor "within the period of 90 days following mailing of the engineer's final estimate and voucher to the contractor's last known address" submit a statement of any and all claims which he has for additional compensation, and any claim not so submitted within this 90-day period will not be paid. The final estimate and voucher on this contract was mailed to Materne Brothers on November 2, 1965, so the 90-day period has expired on January 31, 1966, and we have no knowledge of any claims from the contractor. We, therefore, question the necessity of a release at this time.

The liquidated damages penalty in the amount of $19,600 is still being held pending concurrence of the Bureau of Public Roads in the time extension which we have requested of them, the same as has been approved by your agency.

With reference to the last paragraph of your letter, our Resident Engineer, Mr. J. S. Sawyer, has recently conferred with your field engineers regarding several unresolved change orders and will contract your field engineers again in the immediate future to resolve any remaining questions concerning the eight change orders related to this project so that your final acceptance can be forthcoming soon.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson
J. S. Sawyer

JBrnh arh

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

18 January 1966

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Project - Extension of Time for
Contract 6351, Blalock-Arlington Section

Routing

Morgan	Yost
Decker	Morelock
Bond	Trout
Barbee	Scott
Walker	Wills
Glenn	Litchfield
Swan	Olson

RECEIVED
JAN 25 1966
CONSTRUCTION
DIVISION

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

Reference is made to your letter of 29 October 1965 to this office recommending that the completion date for your Contract 6351 with Materne Bros. Company for the stone base and oiling of the Blalock-Arlington Section of the Columbia River Highway be extended to 13 September 1965.

This matter was the subject of discussion between legal counsel representing both the State of Oregon and this District Office in Portland, Oregon, on 10 December 1965. The discussion centered principally on the issue of whether the Contractor would be entitled under Oregon law to an extension of time for causes other than a labor strike. Based on previous court decisions which have upheld similar contractors' claims for additional time, it was determined that the Contractor is entitled to additional time.

In accordance with Article 1c of our agreement contract, I concur that the completion date of this construction contract be extended as requested, thus eliminating all liquidated damages. It is requested that, prior to finalization of this contract, you obtain from the Contractor a release from all claims and demands of any kind whatsoever arising or growing out of the work performed thereunder.

In addition, reference is made to your letter to this office, dated 28 October 1965, advising that all contract work under State Contract 6351 was completed and requesting final acceptance of the contract.

NPWCO-CA
Mr. Forrest Cooper

18 January 1966

I concur in the acceptance of the work under this contract, but am unable to agree to final payment being made at this time due to the fact that the eight change orders forwarded for approval by your office have not yet been approved. This action is pending final resolution and agreement between our respective Resident Engineers on the project.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

RECEIVED
JAN 21
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 7 - 1966
FOR FILING

Salem, Oregon
January 7, 1966

Acceptance of Contract

Mr. F. E. Flaboe
Assistant State Highway Engineer
BUILDING

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission.

Contract No. 6351 with Materne Bros. Co. for stone base and oiling on the Blalock-Arlington Section of the Columbia River Highway in Gilliam County, completed September 13, 1965.

L. H. Young
Office Engineer

VG:ed
cc: Floyd Query
C. H. Maison
F. D. Morgan

RECEIVED
JAN 12 1966
FOR FILING
I-ON-4 (12) 150
6351

January 12, 1966

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6351 awarded to Materne Bros. Company for stone base and oiling on the Bialock-Arlington Section of the Columbia River Highway in Gilliam County was completed on September 13, 1965, and accepted by the Highway Commission on January 11, 1966.

Final payment in the amount of $39,689.96 will be released to the contractor after January 19, 1966. The total contract amount is $826,817.16 including $5,423.97 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
cc Materne Bros. Company
P. O. Box 0
Rosewood Station
Spokane 54, Washington

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
JAN 11 1966
FOR FILING
I-80N-4(13)130
6351

January 11, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed September 13, 1965, on Contract No. 6351. The contract was with Materne Bros. Co. and was for stone base and oiling on the Blalock-Arlington Section of the Columbia River Highway in Gilliam County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 11, 1966, and that you concur in this procedure at the Commission meeting on January 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

bg

RECEIVED
JAN 6 - 1966
FOR FILING

I-80N-4(13)130

6:51

January 5, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Blalock-Arlington Section
Columbia River Highway
Oregon Project I-80N-4(13)130

Dear Sir:

On June 4, 1965, we requested your concurrence in an extension of time on the subject project. Reasons for the request were delays caused by the noncompletion of a Corps of Engineers' contract, extra time required to perform shoulder oiling, extra time required to construct a retaining wall extension and a laborers' strike. Your reply dated June 10, 1965, concurred in only the delay caused by the strike. On October 19, 1965, we requested your concurrence in an extension of time on this project based on a stop work order which was in effect over the Labor Day weekend. You concurred in this request on October 20.

We now ask you to reconsider an extension for the reasons cited in our June 4 letter and request your concurrence in a new completion date of September 13, 1965. The circumstances pertaining to this matter are similar to those on other projects in which you have recently concurred in a time extension.

We have received verbal concurrence in this time extension request from the Corps of Engineers.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

DES:nh srb

RECEIVED
OCT 19 1965
FOR FILING

I-201-4(13)130

October 18, 1965

Materne Bros. Co.
West 1204 Francis Ave.
Spokane, Washington

Gentlemen:

Final inspection has been made by the Bureau of Public Roads on the Blalock-Arlington Section of the Columbia River Highway in Gilliam County, Contract No. 6351, FA Project I-201-4(13)130.

The contract work has been completed to the satisfaction of the Bureau of Public Roads. Your Materials Report, Form FH-47, is a requirement for acceptance by the State Highway Commission.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

WG:er
cc: F. B. Morgan
L. H. Young

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

NAME OF JOB: Blalock - Arlington	SECTION: Blalock - Arlington	WEEK ENDING: September 24, 1965
		SECTION PREFIX: 611-1062
	HIGHWAY: Columbia River Highway	COUNTY: Gilliam
CONTRACTOR: Materne Bros. Co.	KIND OF WORK: Stone Base and Oiling	
DATE OF CONTRACT: October 28, 1963	CONTRACT NUMBER: 6351	FEDERAL AID PROJECT NUMBER: I80N-4(13)130
AVERAGE FORCE ON PROJECT FOR THE WEEK MEN SUPERVISION	DATE WORK STARTED: November 22, 1965	ESTIMATED COMPLETION DATE
Additional Authorization approved 6/1/65	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS 405	CALENDAR DAYS USED 477
PROJECT AUTHORIZATION: $1,054,407.00	SPECIFIED COMPLETION DATE: June 1, 1965	PERCENT OF TIME ELAPSED: 118%
EXCLUSIVE OF ENGINEERING: $900,777.00	ENGINEERING AUTHORIZATION: $153,630.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $870,500.00	ENGINEERING COST TO DATE: $144,680.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 96%
ESTIMATED PERCENT: ~~XXXXX~~ UNDERRUN 3 %	PERCENT OF AUTHORIZATION: 94%	DATE PROJECT WAS COMPLETED: September 13, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD	Shoulder Oiling	Guard Rail
N/A	N/A	100%	100%	100%	100%	100%	100%

	GRADING	SURFACING	Aggregates MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.38	8.93		8.93	
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.38	8.93		8.93	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	14,830 CY	416,700 T	18,820 CY	1,962 T	
TOTAL QUANTITIES CORRECTED TO DATE	8,052 CY	421,573 T	19,763 CY	2,305 T	
ESTIMATED QUANTITIES MOVED OR PLACED, TO DATE	8,052 CY	421,573 T	19,763 CY	2,305 T	
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

NOTED F. B. KLABOE

EQUIPMENT USED DURING THE WEEK:

"C" Ramp Retaining Wall

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	P.A.#4							
PERCENT	100%							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	Clear & Fair			
TUESDAY	Clear & Fair			
WEDNESDAY	Clear & Fair			
THURSDAY	Clear & Fair			
FRIDAY	Clear & Fair			
SATURDAY				

BLANKED

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	The Semi Final Estimate was handed in to the Division Office
FRIDAY	The Office fixtures etc. were moved from 791 Hermiston Ave.
SATURDAY	

REMARKS

This the final report for Contract #6351.

Also the last report for Crew 080-49 "McKinney Retirement" Q.E.D.

SIGNED [signature] LOCATION Hermiston

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
SEP 24 1965
FOR FILING
I-80N-4(13)131
6351

September 23, 1965

Mr. Frank D. McElwee
Colonel, Corps of Engineers
U. S. Army Engineer District
Bldg. 602, City-County Airport
Walla Walla, Washington

Contract No. 6351
Blalock-Arlington Section

Dear Sir:

Attached herewith and listed below are copies of change orders pertaining to the above-mentioned contract.

Order No.		Description
PA	#1	Change basis of measure and payment
	#2	Change detour removal location
	#3	Oil shoulders
EXO	#1	Flagging
	#2	Slide removal
SPO	#1	R.R. protection; contractor deduction
	#2	Paint traffic lane markers
	#3	Type II baricade

Your approval is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

WG:er
Attachments (3)

cc: C. H. Hinson
F. D. Morgan

RECEIVED
OCT 8 - 1965
FOR FILING

FORM E-123X 50M 8-65

STATE COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 17, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 13, 1965, on Contract No. 6351, in Gilliam County, in connection with Federal-Aid Project No. I-80N-4(13)130.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 9-22-65

Conditions noted on above date:

None.

A. W. Parsons
Division Engineer

By
G. R. Brooks, Dist. Engr. OCT 5 1965

cc: Mr. H. S. Cox

NOTED
F. B. KLABOE

RECEIVED
OCT 5 1965
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO
Morgan - Young
BY ASST. STATE HWY. ENGR.
10-7-65

RECEIVED
SEP 8 - 1965
Portland

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

31 August 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam - Price Agreement
No. 6 on Contract 6351

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to your letter dated 20 August 1965, wherein you forwarded a copy of Price Agreement No. 6 with Materne Bros. Co. in the amount of $843.93 to cover the cost of additional work in stockpiling and the second handling of roadbed surfacing material.

Inasmuch as this was occasioned by the extra work on the "C" Ramp Retaining Wall requested by this office, it is determined that the cost is properly Government responsibility. Therefore, in accordance with Article 1c, I hereby approve Price Agreement No. 6 and concur that the Government will reimburse the State for the cost thereof in accordance with Article 5.b.3(11) of our agreement contract.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

REFERRED TO
Young - Morgan
BY ASST. STATE HWY. ENGR.

RECEIVED
SEP 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 7 1965
OREGON
STATE HIGHWAY COMMISSION

Copies to
Morgan & Young
9-8-65

August 20, 1965

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Re: Contract No. DA-45-164-CIVENG-61-103
"C" Ramp Retaining Wall at Arlington
Interchange, John Day Lock and Dam
Project

Dear Sir:

Reference is made to Price Agreement No. 4 on our Contract No. 6351, Blalock-Arlington Section, which pertains to the extension of the "C" Ramp retaining wall. Your letter dated March 26, 1965, approved this work and agreed to the Government paying for the cost of construction.

The contractor is now requesting additional compensation for some unanticipated costs resulting from the delay in receiving approval to do the retaining wall work. It was necessary for the contractor to stockpile some base rock and then pick it up later for placement. This was not in accord with his normal operation in which he loaded direct from the crushing plant and hauled to the roadbed surfacing area. By the time the area at the retaining wall was completed and ready for surfacing, the crushing plant had been moved to another project which meant that the material needed had to be stockpiled and then handled the second time.

In accordance with Article 1c of the agreement contract, a copy of Price Agreement No. 6 for the lump sum amount of $643.93 is enclosed along with a copy of the contractor's bill. Since this was additional work for the contractor, it is felt that he is entitled to this additional money.

Your approval for the Government to pay for this additional cost is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. A. F. Parsons
Mr. J. S. Sawyer

Enclosures

DEK:fp

Box O — Rosewood Sta.
FA 7-3860

MATERNE BROS. CO.

ROAD CONTRACTORS
SPOKANE 53, WASHINGTON

August 6, 1965

8/7/65

Mr. C. C. McKinney, Res. Engr.
P.O. Box 755
Hermiston, Oregon 97838

RE: Blalcok-Arlington
Contract No. 6351

Dear Sir:

In reply to your letter of August 3, 1965, we wish to give the following description of equipment used as per our letter of July 26 in relation to "extra costs due to delay in awarding Retaining Wall".

(a) Trucks were 20 cubic yard bottom dump, weight 30,000 Lbs.

(b) Blade was 12E Motor Patrol, weight 32,000 Lbs.

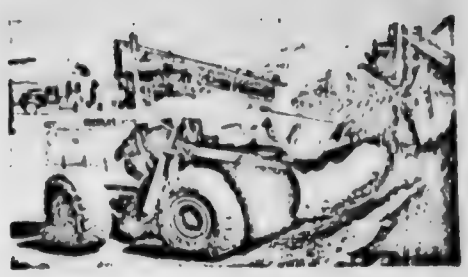
(c) Loader was 2 3/4 cubic yard 966 cat loader.

Yours truly,

MATERNE BROS. CO.

DON J. MATERNE
Treasurer

DJM/cv



MATERNE BROS. CO.

Box O — Rosewood Sta.
FA 7-3860

ROAD CONTRACTORS
SPOKANE 53, WASHINGTON

July 26, 1965

Mr. C. C. McKinney, Res. Engr.
Oregon State Highway Department
P.O. Box 755
Hermiston, Oregon 97838

RE: Blalock-Arlington
Contract No. 6351
Extra work
Retaining wall

Dear Sir:

Request Made 2/11

On February 27, 1965, at your request, we submitted a price agreement to construct 414 feet of retaining wall on the end of the bridge on the above mentioned project with the understanding that if this extra work were to be done we would be notified right away, so that it would not delay our operation of laying the base rock and leveling rock adjacent to the retaining wall.

3/25

We did not get the order to proceed on this extra work order until March 21, 1965, and as a result of this delay we were not able to place base course in this area until May 3, 1965. By this time our crushing plant had been moved out and we had to stockpile all the material to be placed in this area so that it could be placed when the retaining wall was completed.

Due to the delay in this work order we feel we are entitiled to the extra costs encountered to complete this work.

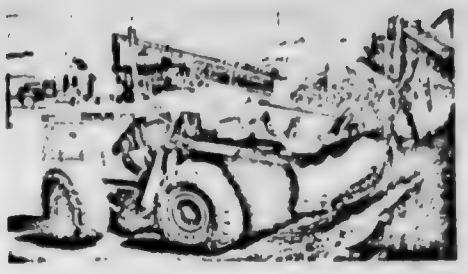
Enclosed is our invoice covering extra costs.

Yours truly,

MATERNE BROS. CO.

DON J. MATERNE
Treasurer

DJM/cv
Enc.



MATERNE BROS. CO.

ROAD CONTRACTORS

Box O — Rosewood Sta.
FA 7-3860

SPOKANE 53, WASHINGTON

July 26, 1965

EXTRA COSTS DUE TO DELAY IN AWARDING RETAINING WALL

Stockpile 1080 cubic yards of base rock
Stockpile 290 cubic yards of top rock

Truck rental to stockpile material		
Base rock - 8 hrs. @ $18.00 per hour		$144.00
Top rock - 3 hrs. @ 18.00 per hour		54.00
Blade rental to shape up stockpile - 2 hrs. @ $14.00		28.00
10% stockpile waste		
10% of 1080 cubic yards = 108 cubic yards		
10% of 290 cubic yards = 29 cubic yards		
Cost of base course in pile - 108 cys. @ $1.20/cy.		129.60
Cost of top course in pile - 29 cys. @ 1.25/cy		36.25
Cost of loader to load base course and top course		
19 hrs. @ $18.00 per hour		342.00
5/3 3 hours Base Rock		
5/4 2½ " " "		
5/6 6½ " " "		
5/10 3½ " " "		
5/12 3½ " Top Rock		
19 hours		
		$733.85
Contractors Profit & Overhead 15%		110.08
		$843.93

RECEIVED
AUG 16 1965
FOR FILING

I-Ore-4012-2
NPWCO-CA

11 August 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Certain Oregon State
Highway Department Facilities,
John Day Lock and Dam -
Extra Work Order No. 3

Mr. Torrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Receipt is acknowledged of your letter dated 30 June 1965 wherein you forwarded a copy of your Order for Extra Work No. 3 for overlay work on the Dalnoch-Arlington section of I80N in the amount of $865.00.

I agree that this work is necessary to adjust the existing grade to eliminate unsatisfactory irregularities at the approach and connection to the new paving.

Although your above-referenced letter did not specifically request concurrence to the additional work and consequent additional Government obligation, I hereby concur, in accordance with Article 1c, that the repair work was necessary to correct a design deficiency. Therefore, reimbursement will be made to the State in the amount of $865.00 in accordance with Article 2d of the agreement contract.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

sig h
Hagan
8/16.65

RECEIVED
JUL 27 1965
FOR FILING
I 8(N)-4(13)130
6351

July 26, 1965

District Engineer
Corps of Engineers
Building 402, City-County Airport
Walla Walla, Washington

Re: Contract No. DA-45-164-
CIVENG-61-103
John Day Lock and Dam
Columbia River Highway

Dear Sir:

Reference is made to your letter dated July 12 in regards to cost for additional guardrail at the Arlington Interchange.

The Highway Department usually does not write a contract modification where there is already a bid item unless the item was to overrun a great amount. It is anticipated at this time that guardrail will underrun the original estimate. The rail end pieces may overrun by one or two.

Contract No. 6351 was worked on the basis that the Highway Department would participate on a fixed amount and the Corps of Engineers would pay the cost beyond this amount. This guardrail will be installed under Contract No. 6351 without a modification to the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. A. F. Parsen
Mr. J. S. Sawyer

DEK:fp arb

RECEIVED
JUL 20 1965
FOR FILING

I-80N-4(13)130

6351

July 19, 1965

Parker & Abraham
Attorneys at Law
205 Third Street
Hood River, Oregon 97031

Attention: Mr. Vawter Parker

Gentlemen:

We do not have a record of L. E. Neilson as a subcontractor to Materne Brothers on our Contract No. 6351 for work on the Blalock-Arlington Section of the Columbia River Highway in Gilliam County.

As a part of Contract No. 6351, Materne Brothers have furnished a 100% Performance Bond assuring completion of the project in payment of bills incurred in it.

The contract has not yet been completed.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:gc

PARKER & ABRAHAM
ATTORNEYS AT LAW
205 THIRD STREET
HOOD RIVER, OREGON 97031

VAWTER PARKER
KENNETH M. ABRAHAM

TELEPHONE 386-1411

6352

July 16, 1965

Contract Division
Oregon State Highway Department
Salem, Oregon 97310

Re: English vs. Neilson

Gentlemen:

We represent H. W. English, Inc. of Hood River, Oregon, who furnished materials to L. E. Neilson in the form of crushed rock under that contract which we believe was held by Materne Bros. Co. under your contract No. 6351. The total amount of purchases unpaid to date are $7,885.29.

It was our understanding that Mr. Neilson is furnishing crushed rock which is being used on the road now being constructed in that area.

Do you have a record of Mr. Neilson being a supplier to Materne Bros. and do Materne Bros. have a contract with a bond put up with you for performance and payment of all suppliers and labor.

Very truly yours,

Vawter Parker

VP/mp

I-80N-4(13)130

635/NPWCO-CA

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

12 July 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam Project

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to your letter dated 8 June 1965 regarding cost for additional guardrail at the Arlington Interchange.

The unit prices which you have proposed and as listed in Oregon State Highway Department Contract No. 6351, "Metal Guardrail" at $2.58 per linear foot and "Rail End Pieces" at $5.00 each, are acceptable and approved for addition to the above contract. The cost of this additional work will be borne by the Government.

It is requested that the resultant contract modification be submitted to this office for approval in accordance with Article 1c of our agreement contract.

Sincerely yours,

Frank D. McElwee

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

REFERRED TO
7-15-65 Morgan
By Asst. State Hwy. Engr. JBA.
Please handle

RECEIVED
JUL 13 1965

RECEIVED
JUL 15 1965
FOR FILING

I-80N-4(13)130

6 3 : 1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 6, 1965

SUBJECT: Overhanging Rocks
"C" Ramp
Arlington Interchange

To:

Mr. F.B. Klaboe
Assistant State Highway Engineer
Building

Attached please find a copy of a letter from the Corps of Engineers dated June 10, 1965 and a copy of a letter from our resident engineer dated July 2, 1965 on the subject.

Review of the Corps' cross-sections by our resident engineer reveal that the trouble area has not been completely covered in their proposed work.

However, since the Corps are aware of our expectations in this area, we recommend that our resident engineer keep us informed on the progress of correcting this situation as he indicates in his letter.

F.D. Morgan
Construction Engineer

By Donald L. Trout
Donald L. Trout
Rural Engineer

Approved 7/12/65 ate
Asst. State Hwy. Engr.

DLT:jp
Attachments

RECEIVED
JUL 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

approved
Asst. State Hwy. Engr.
7-12-65

FORM E-30X—50M—10-62 46823

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

The Dalles, Oregon 97058
July 2, 1965

SUBJECT: Overhanging rocks
Arlington Section

To: Mr. F. D. Morgan
Division Engineer
State Highway Building
Salem, Oregon 97310

Attention: Mr. Don Trout

Regarding the coming railroad project at Arlington, the cross-sections show that the rock cut along the left side of the "C" ramp will be removed to the level of the grouted interbed from approximately Station 1938 East. This will eliminate one-half of the troublesome overhanging rocks. There is not indication on the cross-sections of any work West of Station 1938. The overhanging rocks extend West to approximately Station 1932.

I have discussed the problem with the U. S. Army Corps of Engineers' field office at Willow. They suggest we do nothing further for the present. Mr. Mendiola stated that all of the Corps' engineers are aware of the problem and he feels they will take care of the over-hanging rocks between Station 1930 and 1940. I will watch the problem as the work progresses. I believe the loose rocks will fall when the railroad cut is excavated.

Peter Kiewit Sons' Company was low bidder on the railroad project through Arlington on July 1, 1965 with a bid of $3,929,662.00. The U. S. Government's estimate for this work was $4,030,466.00.

Very truly yours,

J. S. Sawyer
Resident Engineer

JSS:dw
cc. A. F. Parson

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

10 June 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam Project

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

CONSTRUCTION DIVISION
JUN 1965

Dear Mr. Cooper:

Reference is made to your letter of 26 May 1965 concerning boulders above the "C" ramp at Arlington, Oregon. On that same date, we forwarded to you plans, specifications and cross sections of the invitation for bids on the relocation of the Union Pacific Railroad in the Arlington area. The cross sections show the amount of rock excavation required of the contract and the specifications contain provisions for the removal of all loose and shattered rock. I trust this will answer your question.

Sincerely yours,

BERTRAM W. HOARE
Chief, Construction Division

RECEIVED
JUN 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

~~I-90N-4(13)130~~
~~6531~~ NPWCO-CA 6351

22 June 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam Project -
Approval of Temporary Signing

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Receipt is acknowledged of your letter dated 3 June 1965 relative to your Contract No. 6351, wherein you submitted for approval Order for State Force Work No. 4 covering the cost of placing temporary signs at the Blalock, Woelpern, and Arlington Interchanges.

In accordance with Articles 2d and 3b of our agreement contract, I concur that the temporary signing at Blalock and Arlington Interchanges will be accomplished by State forces and that the costs therefor are properly a Government obligation in accordance with Articles 5.b.3(9) and (11).

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

1 Incl
Approved Order for
State Force Work
No. 4

Orig to Attn of Island.
Copy to Morgan
6-25-65

Form A-116 Rev

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 4

Project Name Blalock-Arlington Date May 19, 1965

Highway Columbia River Contract No. 6351 F. A. Project No. I-80N-4(13)130

County Gilliam Prefix 611-1062 Account No. 276-04

Description of Work To Be Done:

Place permanent signs at the Blalock Interchange, the Woolpern Interchange and the Arlington Interchange.

Location by Station Numbers:

Blalock Interchange	Station 1163
Woolpern Interchange	Station 1247
Arlington Interchange	MP 138

Estimate of Quantities and Costs:

Total Materials	$4,988.30
Labor & Equipment (15 crew days)	1,500.00
	$6,488.30

APPROVED: Frank D. McElwee

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

DATE: 23 June 65

Explanation:

As per details on sign layout sheets by the Traffic Engineering Section.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 915,375.38
Present estimate of project cost, including $ 6,488.30 for work under this order	$ 1,025,853.68
Expected ~~overrun~~ over-run (amount)	$ 110,478.30
Expected ~~overrun~~ over-run (per cent)	12%

Space to right of this line is for use of Salem Office

Submitted by: C. C. McKinney, Resident Engineer

Approval Recommended: /s/ F. D. Morgan, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ H. S. Coulter, Division Engineer

Approved: /s/ [redacted], Office Engineer

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

KLABOE

NPWCO-CA

23 June 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Approval of Pavement Repair at W. B. Stations 1659450 to 1664400 - John Day Lock and Dam Project

orig to Young w/incl
copy to Morgan
6-29-65

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Receipt is acknowledged of your letter dated 3 June 1965 wherein you forwarded a copy of your "Order for Extra Work" No. 3 under Contract No. 6351.

I hereby approve this work in accordance with Article 1.c. of our agreement contract, and payment will be made by the Government in accordance with Articles 5.b.3(11) and (12).

Sincerely yours,

Frank D. McElwee

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

1 Incl
Approved Order for
Extra Work No. 3

RECEIVED
JUN 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 28 1965
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name ..... Blalock - Arlington ..... Date ..... 25 May 19 65

Highway ..... Columbia River ..... Contract No. ..... 6351 .....

County ..... Gilliam ..... Prefix ..... 611-1062 .....

Contractor ..... Materne Bros. Co. ..... F. A. Project No. ..... I80N-4(13)130 .....

Address ..... W. 1204 Francis Ave., Spokane, Wn. ..... Order No. ..... 3 .....

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

To scarify the existing pavement and prepare same for a bond to an overlay placement of base materials of variable thickness.

APPROVED: Frank D. McElwee

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

DATE 25 Jun 64

Location by station numbers: W.B. 1659 + 50 to 1664

West Bound - Construction of I80N-4(13)130 to connection with constructed project I80N-4(12)137.

Estimate of quantities and cost:

Equipment - #12 Patrol Blade D 8 Dozer 10 ton steel 2 wheel roller	450.00
Labor - (Operators)	415.00
	$865.00 (Group 9)

Note: (1) Maximum equipment rates allowable as per A.G.C. - State Agreement
(2) Percentage allowed contractor is in accordance with executed contract for this job.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The contract does not have a bid item for excavation.
The work is necessary to provide for a uniform connecting grade.
Reference is made to Laboratory Report #72058 3/16/65

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 915,375.38
Present estimate of project cost, including $865.00 for work under this order	$1,045,407.00
Expected ~~under-run~~ over-run amount	$ 139,031.62
Expected ~~under-run~~ over-run per cent	15.2

Space to right of this line is for use of Salem Office

Submitted by: ..... Resident Engineer

Approval Recommended: ..... Construction Engineer or Bridge Engineer

Approval Recommended: ..... Division Engineer

Approved ..... Deputy State Highway Engineer or Assistant State Highway Engineer

State Printing

RECEIVED
JUN 21 1965
DISTRICT ENGINEER
PORTLAND, OREGON
NPSCO-CA

10 June 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam Project

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to your letter of 26 May 1965 concerning boulders above the "C" ramp at Arlington, Oregon. On that same date, we forwarded to you plans, specifications and cross sections of the invitation for bids on the relocation of the Union Pacific Railroad in the Arlington area. The cross sections show the amount of rock excavation required of the contract and the specifications contain provisions for the removal of all loose and shattered rock. I trust this will answer your question.

Sincerely yours,

[redacted]
Chief, Construction Division

OK JBK

RECEIVED
JUN 9 - 1965
FOR FILING

Salem, Oregon
June 8, 1965

Increase in Project Authorization

C. C. McKinney
Resident Highway Engineer
P. O. Box 755
Hermiston, Oregon 97838

This is to advise you that at its meeting of June 1, 1965 the Highway Commission approved an increase of $139,032.00 in project authorization on Contract No. 6351, Malock - Arlington Section of the Columbia River Highway in Gilliam County.

The new authorization for construction is $1,054,407.30. This amount should be used in all future reports for this project.

L. H. Young
Office Engineer

cc: J. F. Putnam

Wicke

RECEIVED
JUN 9 - 1965
FOR FILING

June 8, 1965

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Re: Contract No. DA-45-164-
CIVENG-61-103
John Day Lock and Dam Project
Columbia River Highway

Dear Sir:

Please refer to your letter dated May 21 in regard to the relocation of the Union Pacific Railroad adjacent to Highway I-80N and construction of the Arlington basin within the Arlington Interchange area.

As per your request, the additional guardrail that the State Highway Department asked for in a letter dated April 29 will be constructed as part of the work on the Klaloch-Arlington surfacing Contract No. 6351. The guardrail will be constructed at the unit prices as shown in the contract. These prices are $2.50 per linear foot for "Metal Guardrail" and $5.00 each for "Rail End Pieces".

Your approval is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. S. Klabee
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. A. F. Parsen
Mr. J. S. Sawyer

DEK:fp srb

RECEIVED
JUN 4 - 1965
FOR FILING

6251

June 3, 1965

District Engineer
Corps of Engineers
Building 602,
City-County Airport
Walla Walla, Washington

Contract No. DA-45-164-CIVENG-61-103
John Day Lock and Dam Project
Blalock-Arlington Section
Columbia River Highway
Gilliam County, Contract #6351

Dear Sir:

Refer to our Blalock-Arlington surfacing contract on the relocation of Interstate Highway 80N on the John Day Lock and Dam Project.

Enclosed are copies of Order for State Force Work No. 4 covering the cost of placing temporary signs at the Blalock, Woolpern and Arlington Interchanges. This work will be done on a temporary basis at this time by State Forces and the permanent sign would be installed as part of the paving contract in the future.

Mr. Lichter of your office was contacted by telephone on May 28, 1965 in regard to the Corps of Engineers paying for this signing on the Blalock and Arlington Interchanges. Tentative approval was given at that time by Mr. Lichter.

The estimated cost at the Blalock Interchange is $1,226 and at the Arlington Interchange is $4,694 for a total estimated cost of $5,920.00.

If this meets with your approval please indicate by returning an approved copy of the order for our records.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWTsr

Enc.

cc: A. F. Parson
J. S. Sawyer
F. D. Morgan
R. N. Bothman

RECEIVED
JUL JUN 4 - 1965
FOR FILING
6251

June 3, 1965

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Please refer to our Blalock-Arlington surfacing contract on the relocation of Interstate Highway 80N on the John Day Lock and Dam Project.

Attached please find a copy of an "Order for Extra Work" on the westbound alignment from Station 1659+50 to Station 1664. The existing wearing surface on the present highway in this area has received considerable abuse during construction by both our contractor and Corps of Engineers' contractors. This extra work is necessary to provide a smooth and substantial surface in this area.

We request your approval on this matter in accord with Article 1c of Contract No. DA-45-164-CIVENG-61-103.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. H. Klaboe
Assistant State Highway Engineer

Attachment

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. L. H. Young
Mr. A. F. Parson
Mr. J. S. Sawyer

DLT:fp srb

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name ..... Blalock - Arlington ..... Date ..... 25 May 19 65

Highway ..... Columbia River ..... Contract No. 6351

County ..... Gilliam ..... Prefix 611-1062

Contractor ..... Materne Bros. Co. ..... F. A. Project No. ..... I80N-4(13)130

Address ..... W. 1204 Francis Ave., Spokane, Wn. ..... Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

To scarify the existing pavement and prepare same for a bond to an overlay placement of base materials of variable thickness.

Location by station numbers:

W.B. 1659 + 50 to 1664

West Bound - Construction of I80N-4(13)130 to connection with constructed project I80N-4(12)137.

Estimate of quantities and cost:

Equipment -	#12 Patrol Blade D 8 Dozer 10 ton steel 2 wheel roller	450.00
Labor - (Operators)		415.00
		$865.00 (Group 9)

Note: (1) Maximum equipment rates allowable as per A.G.C. - State Agreement
(2) Percentage allowed contractor is in accordance with executed contract for this job.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The contract does not have a bid item for excavation.
The work is necessary to provide for a uniform connecting grade.
Reference is made to Laboratory Report #72058 3/16/65

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 915,375.38
Present estimate of project cost, including $865.00 for work under this order	$ 1,045,407.00
Expected ~~under-run~~ over-run amount	$ 139,031.62
Expected ~~under-run~~ over-run per cent	15.2

Space to right of this line is for use of Salem Office

Submitted by: ..... Resident Engineer

Approval Recommended: ..... Construction Engineer or Bridge Engineer

Approval Recommended: ..... Division Engineer

Approved ..... Deputy State Highway Engineer or Assistant State Highway Engineer

State Printing

RECEIVED
MAY 27 1965
FOR FILING
6351

Salem, Oregon 97310
May 26, 1965

Mr. F. D. Morgan
Construction Engineer
B U I L D I N G

Contract No. DA-45-164-
CIVENG-61-103
Relocation of Oregon
Highway Facilities Arlington
Area, John Day Project

Attention: Mr. D. J. Barbee

I enclose a copy of a letter from Colonel Frank D. McElwee, Corps of Engineers, concerning the addition of type 3 fence and guardrail on this project.

This work has apparently been mutually agreed upon by the State and the Corps with the Corps paying for the entire cost.

Please advise me if the situation is as explained by the Corps and, if so, take such necessary steps to include the work in proper contracts.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

Everything OK according to Barbee
JMK

U. S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS

BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASH. 99362

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWEN-RL

21 May 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities
Arlington Area, John Day Project

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Highway Building
Center & Capitol Streets
Salem, Oregon 97310

Dear Mr. Cooper:

Reference is made to your letter of 29 April 1965 and to a telephone conversation between Messrs. D. J. Barbee and C. G. Hansens on 4 May 1965, concerning the relocation of the Union Pacific Railroad adjacent to Highway I-80N and construction of the Arlington basin within the Arlington interchange area. It was agreed between Messrs. Barbee and Hansens that the Corps of Engineers would construct a type 3 fence in our contemplated contract as shown in red on inclosed sheet 7, and that your department would be willing to include the construction of additional guardrail as shown in red on inclosure sheets 7 and 8 in your contract No. 6351. This added fence and guardrail is necessary to protect the pedestrians and motoring public.

The cost for this work will be borne by the Government. Prior to actual commencement of the guardrail it is requested that the contractor's price proposal be submitted to this office for approval in accordance to Article 1c of our agreement contract.

The right-of-way violation referred to in Paragraph 5 of your letter has been corrected in all instances except where the "C" ramp is parallel with the road to the sewage treatment plant. This is on the south side of the highway and Mr. Frank Morgan has advised that a right-of-way 34 ft. in width from the centerline of the ramp to the fence will be acceptable.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

2 Incl
as stated

E 2,072,000

N 749,000

Contract Limit

P.S. 5159+16.30

$S_\Delta = 1°34.5'$ 9-35' Chords

P.C.C. 5162+31.30

P.C.C. 5165+03.08

$S_\Delta = 1°34.5'$ 9-35' Chords

P.T. 5168+18.08

Disposal Area No. 2

Existing U.P.R.R.

U.P.R.R. R/W

IL"E

R. R/W Contract Limit

100'

-5160

Abandoned U.S. Hwy. 30

50'

90'

-5170

N 77°29'07" E.

U.P.R.R. Service Road

90'

85'

85'

80'

80'

Constr. Guard Rail

Ramp

Interstate Hwy. 80N

N 748,000

N 748,610.01

E 2,072,860.00

5169+00

5171+00

5173+00

5175+00

Sheet 7

Inter

U.P.R.R. R/W

U.P.R.R. Access Point

Service Road Turnaround

18" Steel Sleeve

Remove existing guardrail

U.P.R.R. Depot Road

Concrete retaining wall

℄ U.P.R.R.

2-12" Steel Sleeves

12" Steel Sleeve

5192+25

5197+45

Constr. Type 3 Fence

Locked gate

5187+00

Constr. Type 3 Fence

N 149,224.85
E 2,075,630.00

FIRST ST.

MAIN ST.

"A" ST.

Existing Condon Branch

Cottonwood Street

FOUND
20 | 21
29 | 28

T. 3 N., R. 21 E., W.M.

Contract Limit

BEECH ST.

℄ U.P.R.R. Con

Sheet 7

N 753,000

H.B. No. 10 T.O.

H.B. No. 10

E 2,079,000

N 754,000

5256+35.79 P.S.

5253+00

5240+00

Contract Limit Toe Berm Area

Remove Side Track No. 1 This Area

150'

Existing Box Culvert

210'

g U.P.R.R.

10'

10'

5241+00

10'

Contract Limit

10'

5250

10'

185'

120'

R. Depot Road

195'

5240

185'

Remove Existing Guardrail

Remove Existing Guardrail

36" C.M.P.

180'

140'

Remove Existing Fence

Hwy.

Constr. Guard Rail

18" C.M.P.

5251+00

Existing Guardrail

End 3,820' Siding

End 4,100' Siding

T. 3 N., R. 21 E., W.M.

Sheet 8

RECEIVED
MAY 26 1965
FOR FILING

6351

May 26, 1965

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Re: Contract No. DA-45-164-
CIVENG-61-103
John Day Lock and Dam Project
Columbia River Highway

Dear Sir:

It has been brought to the attention of this office by our field representative that overhanging boulders have been left on the "C" Line Ramp in the Arlington area. These boulders are on the north cut slope between "C" Line Stations 1930 to 1940. These boulders will be a hazard to the traveling public and must be removed.

We understand you plan to do this work as part of a railroad contract. May we have your concurrence on this?

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. E. Klaboe
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. A. F. Parsons
Mr. J. S. Sawyer

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FOR FILING

May 26, 1965

Oregon State Highway Commission

Gentlemen:

An overrun of the present project authorization on Contract No. 6351, the Blalock-Arlington surfacing and oiling project in Gilliam County, is anticipated. Materne Brothers Company of Spokane is the contractor.

The original project authorization was $915,375.38. The present anticipated cost is $1,054,407.00, indicating an overrun of $139,031.62, or 15.2 percent.

The major reasons for this overrun are an overrun in engineering charges and the addition of unanticipated construction items performed on a force account basis. The engineering overrun is due, in part, to (1) the necessary travel time spent going back and forth to the job from the headquarters about 50 miles away; (2) the large crew required through a portion of the project due to the fact that the contractor worked two 9-hour shifts per day; and (3) the original grading project constructed under a Corps of Engineers contract left no stakes from which to establish reference points. The line had to be completely rerun in order to control the work properly.

The unanticipated extra work consisted of adding shoulder oiling, constructing a major extension of a retaining wall and the use of additional quantities of sprinkling.

This request for an additional authorization will be presented to you at the June 1 meeting, and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Avery
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. [illegible]. Young
C. H. Maison
A. F. Parson

FBK:srb fn

RECEIVED
MAY 17 1965
FOR FILING

Salem, Oregon 97310
May 14, 1965

Mr. Forrest Cooper
State Highway Engineer
O F F I C E

Overrun of Project Authorization
Blalock-Arlington Section
Columbia River Highway
Contract No. 6351

I enclose a request for overrun of project authorization on this project. As previously discussed with you, the engineering overrun is difficult to justify. However, contributing factors were (1) the great deal of time spent traveling to and from the job as the crew's headquarters was about 50 miles away; (2) that a large crew was required through part of the project due to the fact that the contractor worked two shifts a day; (3) that when the original grading project was under contract with the Corps of Engineers, the staking work was provided by the contractor. When he pulled out, he left almost no reference control points and these had to be run in before this job could begin.

The terms of the agreement between the State and the Army Engineers for this project provide that the State's contribution is limited to a total amount of $100,182.60, and any costs above this figure are the obligation of the Army Engineers.

Correspondence from the Construction Division and from Resident Engineer McKinney pertaining to this request are enclosed.

It is recommended the matter be presented to the State Highway Commission at the June 1 meeting.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

Enclosure

FORM E-30 BDN 3-65 SP*8470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1965

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Overrun of Project Authorization
Blalock-Arlington Section
Columbia River Highway
Contract No. 6351

You requested a determination of amounts representing the obligations of the State and Corps in the engineering overrun on the subject project.

This is covered in Article 5.c.9 and 5.d on pages 16 and 17 (copies attached) of the agreement with the Corps wherein a predetermined amount of State's responsibility is agreed upon by letter. A copy of the letter setting forth this amount is attached, establishing the total State Highway Department obligation to be $100,182.60. This figure includes $8,711.53 for construction supervision and inspection. Any amount above this would be the responsibility of the Corps.

F. D. Morgan
Construction Engineer

By
G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachments

cc: L. H. Young (w/attachs.)

RECEIVED
MAY 6 1965
OFFICE
STATE HIGHWAY ENGR.

Article 5

3. The cost of grading and surfacing the westbound off and on ramps at the John Day interchange.

4. The interchange structures at the John Day, the Quinton and the Blalock interchanges.

5. The cost of surfacing the eastbound and westbound lanes between Sta. 172 and 202 and the eastbound lanes between the following stations:

Sta. 202	to	Sta. 327+50
Sta. 386+60	to	Sta. 461+50
Sta. 522+50	to	Sta. 805+50
Sta. 882+50	to	Sta. 1126+50

all between Rufus and Arlington; and from Sta. 608+40 to Sta. 630+10 on the Heppner Junction Section.

6. The estimated difference in cost between a two-lane and a four-lane bridge across the John Day River. The parties hereto agree that the sum of $895,588 is the cost to be borne by the State.

7. The cost of both the Willow Creek structure and the railroad underpass on the eastbound lanes at Heppner Junction.

8. The cost of frontal roads and/or interchanges to eliminate acquisition of control of access.

9. The State shall pay the Government at the rate of 5 percent for preliminary engineering and design applied to the amount to be the State's responsibility, determined as provided in Article 5d, for each awarded contract as its proportionate cost for such work.

d. The parties hereto agree that the schedule for determination of the cost responsibility shall be as follows:

Article 5 /i/ JHB /i/ FQ. INT

The State's responsibility shall be determined by segregation of the contract bid quantities. No project shall be advertised for bidding until the State's responsibility for the quantities involved has been predetermined and agreed upon by letters between the Government and the State. Prior to award of the contract the State's basis of participation will be determined by extending these agreed upon quantities by the contract prices and adding an allowance of 10 percent for construction supervision and inspection. Where lump sum items are used in lieu of unit items, the cost to the State will be determined by application of a proportion similarly agreed to prior to award, to the bid price of the contracts.

e. All invoices or billings for reimbursement of costs to the State shall be submitted to the Government in quadruplicate, properly certified, and supported by such evidence of payment made by the State as may be required by the Contracting Officer. All original time cards or payrolls, materials, records and accounts for all charges and expenditures for which reimbursement will be claimed from the Government shall be available at all reasonable times, to allow the Government to check and audit the invoices submitted by the State. So far as practicable, separate records shall be maintained by the State on all items and accounts which shall constitute the basis of information from which the invoices will be prepared. Payments herein described shall be made by the Government within thirty (30) days after receipt of said invoices or billing.

FORM E-30 50M 3-63 SP°6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1965

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Overrun of Project Authorization
Blalock-Arlington Section
Columbia River Highway
Contract No. 6351

Attached is a "Report on Expected Overrun of Project Authorization" on the subject contract. This project for surfacing and oiling is under contract to Materne Brothers Company of Spokane.

The original project authorization was $915,375.38. The present anticipated cost is $1,054,407.00, indicating an overrun of $139,031.62, or 15.2 per cent.

The major reasons for this overrun are due to an overrun in the engineering charges and additional construction items performed as force account which were added after the contract was awarded. The engineering overrun was caused by several factors.

Travel time to and from the project accounted for 25 to 30 per cent of the time charged on field work. The crew's headquarters are 50 miles from the project. The contractor worked two nine hour shifts through a large part of his work, requiring two engineering and/or inspection crews. Also on the portion of this project which was graded by the Corps of Engineers, the engineering work had been done by their contractor and very few reference control points were set, thereby making it necessary to establish most of the alignment and set reference points. As a result of the unavoidable travel time required to reach the project, the double shifting by the contractor and the additional testing required, considerable expense was incurred as exchange time charges. The engineering overrun is anticipated to be $88,536.64. Force account work amounted to $57,516.00.

It is recommended that the project authorization be increased by $139,031.62 from $915,375.38 to $1,054,407.00. A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

DES:fp:bjm
Attachments

cc: L. H. Young

RECEIVED
MAY 4 - 1965
FOR FILING

May 4, 1965

Dept. of the Army
Corps of Engineers
Bldg. 602, City-County Airport
Walla Walla, Washington

Price Agreement No. 4
Blalock-Arlington Sec.
Columbia River Hwy.
Gilliam County
Contract No. 6351

Gentlemen:

Herewith are copies of Price Agreement No. 4 on the subject project covering the extension of the "C" ramp retaining wall, Corps of Engineers drawing JDR-1-O-9/6, Arlington Interchange.

We request that one copy of the price agreement be returned to us with your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:er

Enc.

cc: Mr. A. F. Parson
Mr. J. S. Sawyer

APR 30 1965

FOR FILING

April 29, 1965

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Re: Contract No. DA-45-164-CIVENG-61-103, Arlington Area John Day Lock and Dam Project

Dear Sir:

Reference is made to your letter of April 7 concerning the grading plans of the Union Pacific Railroad and the City of Arlington Basin within the Arlington area.

On the enclosed prints of portions of Plan Sheets 7 and 8 are some additional construction items marked in red. There are two areas that require guardrail. On the portion of Sheet 7 is shown approximately 200 feet of guardrail along the "C" Ramp that will have to be constructed. There is an approximate drop of 130 feet to the railroad grade with no protection to the traffic on the ramp.

On the portion of Sheet 8 is shown approximately 600 feet of guardrail along I-82E that will have to be constructed to close the gap between the existing guardrail. Here again, there is no protection for the traffic and the railroad is approximately 70 feet below the highway grade.

On the portion of Sheet 7 is shown approximately 2,320 feet of Type 3 fence that will have to be constructed along the "B" and "C" Ramps. The fence is to keep pedestrians from getting onto the ramps.

On Sheet "JDR-1-C-4/4" of the highway agreement for this contract, the typical section in the upper left-hand corner of the page shows a minimum of 42 feet from the westbound centerline to the right-of-way line between the railroad and highway. This set of plans violates this in several places. This situation will have to be corrected. Where this violation occurs adjacent to an interchange ramp, we will accept a distance of 38 feet from the centerline of the ramp to the right-of-way line between the highway and the railroad. This 4-foot difference is the difference between the 10-foot shoulder on the mainline and a 6-foot shoulder on a ramp.

We feel that the above right-of-way matter must be resolved at this time. The additional items of fence and guardrail must be made a part of this contract to insure the safety of the public.

Your attention to these matters will be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Hinkee
Assistant State Highway Engineer

Enclosure

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. A. F. Parsons
Mr. J. S. Sawyer

DLT:fp srb

U. S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS

BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASH. 99362

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWEN-RL

7 April 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Oregon State Highway Department Agreement, John Day Project

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Highway Building
Center & Capitol Streets
Salem, Oregon 97310

Dear Mr. Cooper:

Forwarded under separate cover are two copies each of our preliminary drawings and cross sections covering grading of the Union Pacific Railroad and the City of Arlington Basin within the Arlington area. These drawings and cross sections are furnished for your information and/or comment. You will note that some excavation will be near Interstate Highway 80N.

We are scheduled to advertise this contract on 7 May 1965.

Sincerely yours,

A. W. WELCH
Authorized Representative of
the Contracting Officer

53 Incl (dupe) fwd sep
1. Specs
2-46. Prints
47-53. Cross Sec Rolls

APR 9 1965

E 2,072,000

N 749,000

Contract Limit

P.S. 5159+16.30

$S_\Delta = 1°34.5'$
9-35' Chords

P.C.C. 5162+31.30

P.C.C. 5165+03.08

$S_\Delta = 1°34.5'$
9-35' Chords

P.T. 5168+18.08

Disposal Area No. 2

Existing U.P.R.R.

U.P.R.R. R/W

"L" E

R. R/W Contract Limit

100'

5160

Abandoned U.S. Hwy. 30

50'

90'

5170

N 77°29'07" E

U.P.R.R. Service Road

Constr. Guard Rail

90'

85'

85'

80'

80'

Ramp

Interstate Hwy. 80N

N 748,000

N 748,610.01
E 2,072,860.00

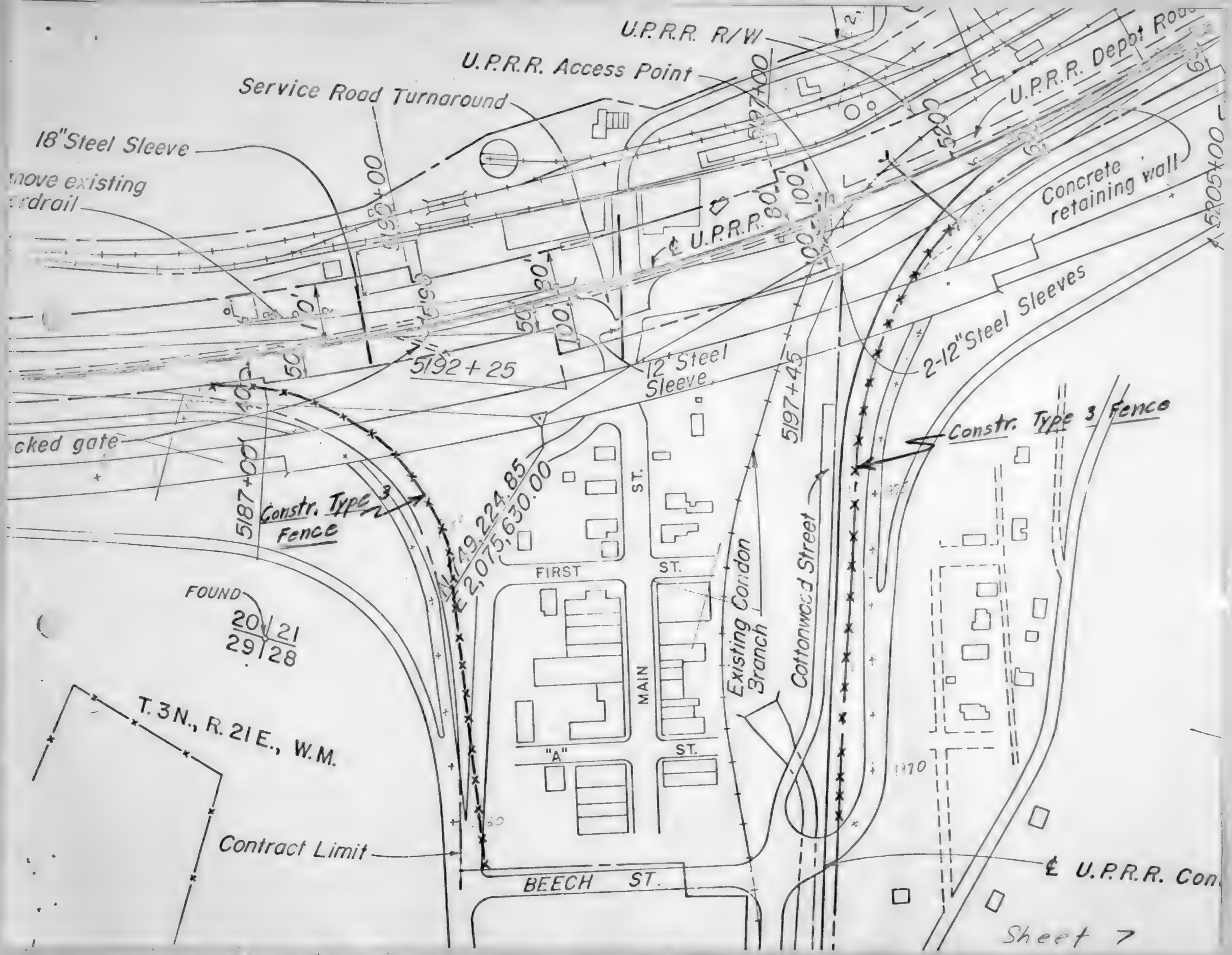
5169+00

5171+00

5173+00

5175+00

Sheet 7


U.P.R.R. R/W
U.P.R.R. Access Point
Service Road Turnaround
18" Steel Sleeve
U.P.R.R. Depot Road
Concrete retaining wall
U.P.R.R. 80.00
5192+25
12" Steel Sleeve
2-12" Steel Sleeves
5197+45
Constr. Type 3 Fence
5187+00
N 149,224.85
E 2,075,630.00
FIRST ST.
MAIN ST.
"A" ST.
Existing Conidon Branch
Cottonwood Street
FOUND
20 | 21
29 | 28
T. 3 N., R. 21 E., W. M.
Contract Limit
BEECH ST.
℄ U.P.R.R. Con
Sheet 7

N 753,000

H.B. No. 10 T.O.

H.B. No. 10

E 2,079,000

N 754,000

5256+35.79 P.S.

5253+00

5240+00

Remove Side Track No. 1 This Area

Contract Limit Toe Berm Area

150'

Existing Box Culvert

210'

g U.P.R.R.

10'

10'

R. Depot Road

195'

5240

185'

5244+00

10' Contract Limit

10'

5250

10'

185'

120'

Remove Existing Guardrail

Remove Existing Guardrail

Remove Existing Fence

36" C.M.P.

180'

140'

Hwy.

Constr. Guard Rail

18" C.M.P.

5251+00

Existing Guardrail

1605

1660

T. 3 N., R. 21 E., W.M.

End 3,820' Siding

End 4,100' Siding

Sheet 8

RECEIVED
JUN 7 - 1965
FOR FILING

Form No. [illegible]

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Dixieck - Arlington Date April, 1965

Highway Columbia River Contract No. 6351

County Gilliam Kind of Work Surfacing & Oiling Contractor Materne Bros. Co.

Contract Amount $ 811,667.00

Expected over-runs and under-runs in contract items:

		Quantity		Unit Price		Amount
Major items, itemized:						
#5	Metal Guard Rail	- 1300	lin.ft.	2.58	-	$ 3,354.00
6	Median Barrier	- 2000	" "	3.88	-	7,760.00
7	Type II Barricade	- 160	" "	5.00	-	800.00
13	3/4-0 Material in Base	+ 9600	Ton	1.18	+	11,564.00
14	Sprinkling	+ 7440	M Gal.	2.50	+	18,600.00
16	3/4-0 Binder Cover	- 800	C.Y.	3.60	-	2,880.00
Minor items, unitemized algebraic total					-	3,276.00
Subtotal						$ 12,094.00
Approved work orders (Price, extra work and state force orders)						$ 57,516.00

Expected over-runs and under-runs in work orders:

		Amount
Major items, itemized:		
Minor items, unitemized algebraic total		
Subtotal		$
Authorization for engineering		$ 63,093.36
Expected over-run or [illegible] of engineering authorization		$ 88,536.64
Costs not included above (explain) Temporary Signing - Anticipated S.F.O.		$ 7,500.00
Allowance for future contingencies (23 % of work remaining)		$ 12,000.00
Credits to come from transfers and deductions P.A.#4 Ext. "C" Ramp Wall (U.S.Corps Engr.)		$ 11,916.00
Present estimate of project cost		$1,054,407.00

Brief Statement of principal causes of over-run:

Additional Construction (P.A.#3 Oil Shoulder) (P.A.#4 Construct Conc. Wall Extention)
Additional Surfacing Quantities - Tonage - greater "ton per cu. yd" value
Additional Sprinkling Quantities required
Additional Engineering Costs - Additional construction; inspection, gradation, compaction testing; exchange time and travel time.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 945,375.38
Present estimate of project cost	$1,054,407.00
Expected over-run (Amount)	$ 139,031.62
Expected over-run (per cent)	15.2

Space to right of this line is for use of Salem office.

Submitted by: [signature] Resident Engineer

Noted by: [signature] Construction or Bridge Engineer

Confirmed by: Division Engineer

Noted by: [signature] Deputy or Assistant State Highway Engineer

State Printing 62181

RECEIVED
APR 15 1965
FOR FILING

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

April 13, 1965

Original signed by
A. W. Parsons
Div. Engineer

08-35.2-2A

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon I-80N-4(13)130
Blalock-Arlington Section
Proposed Scenic Overlook Area

Mr. Shaw's letter, dated February 9, requested our reconsideration and approval of a scenic overlook area located westerly of Arlington in the vicinity of Station L-1540.

As a result of the President's Roadside Beautification program your proposal has been reconsidered. On a recent trip to eastern Oregon this site was viewed by Mr. Mark Astrup of your Landscape Department, Mr. Valach, Asst. Regional Design Engineer, and Mr. Brooks, District Engineer of the Oregon Division of Bureau of Public Roads. It was their considered opinion that this proposed site presented the best overall viewpoint between Blalock and Arlington. The nearest rest area to the east of this point will be at Willow Creek near Boardman and to the west at the John Day River.

Approval for the construction of a scenic overlook area as requested originally in Mr. Shaw's letter dated May 21, 1964 is hereby granted.

4-15-65

RECEIVED
MAR 17 1965
FOR FILING

March 16, 1965

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Re: Extension of the "C" Ramp
Retaining Wall at Arlington
Interchange
Columbia River Highway

As per your letter of January 28, 1965, a copy of Price Agreement No. 4 on the Blalock-Arlington Section, Contract No. 6351, covering the extension of the "C" ramp retaining wall is being transmitted to you. The prices are higher than was expected because the contractor does not have equipment on the project for the performance of this work and will have to hire equipment.

The Price Agreement is to establish unit prices. The quantities, at the completion of the work, would be computed and adjusted to arrive at the actual cost. The actual cost, plus 12½ per cent engineering and contingencies, would be the cost to the Corps of Engineers.

The Price Agreement shows a cost of $11,916.00 and with the 12½ per cent engineering and contingencies, the total estimated cost would be $13,405.50.

Your approval, in accordance with Article 1c of the agreement contract, is requested as soon as possible so that the contractor can proceed with this work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

Enclosure

cc Forrest Cooper
R. L. Porter
F. D. Morgan
A. F. Parson
J. S. Sawyer

DEK:fp bjs

2-7.5-C

Shaw

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

28 January 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
Extension of the "C" Ramp Retaining Wall
at Arlington Interchange, John Day

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Receipt is acknowledged of a letter from Mr. F. D. Morgan of your department, dated 13 January 1965, concerning the placement of anchor bars in the "C" Ramp retaining wall extension.

The wall has been redesigned in accordance with your suggestion. One reproducible and two prints of the changed drawing JDR-1-0-9/6 Rev. A are inclosed for your use.

It is understood that this additional work will be accomplished under State Contract 6351, Stone Base and Oiling from Blalock to Arlington, and that the cost thereof is a Corps of Engineers obligation. I would appreciate your furnishing a copy of the proposed change order for my approval in accordance with Article 1c of our agreement contract.

Sincerely yours,

Frank D. McElwee

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

1 Incl (under sep cover)
Dwg (reproducible
& 2 cys)

REFERRED TO
Asst. Const. Engr.
NOTED
2-5-65 DON TROUT
Letter and prints to Div. for negotiating.

CONSTRUCTION DIVISION
RECEIVED
FEB 1965
OREGON
STATE HIGHWAY COMMISSION

NOTED
LLOYD P. SHAW

RECEIVED
FEB - 1 1965
OREGON
STATE HIGHWAY COMMISSION

Form A-[illegible]—SM

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Blalock - Arlington — Date March 3, 1965

Highway Columbia River — Contract No. 6351

County Gilliam — Prefix 611-1062

Contractor Materne Bros. Co. — F. A. Project No. I80N-4(13)130

Address W. 1204 Francis Ave., Spokane, Washington — Price Agreement No. 4

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: To Construct extention of "C" Ramp Retaining Wall at Arlington Interchange.

Locations by station numbers:

"L" 1595+90 to "L" 1600+04 (Left)

Names of pay items, estimated quantities and agreed prices:	Unit	Estimated Quantity	Unit Price		
(a) Class A(3000) Concrete	C.Y.	50	$165.00	C.Y.	$8,250.00
(b) Class A(3000) Concrete (additional 50 to 75 cy)	C.Y.	15	$115.00	C.Y.	1,725.00
(c) Reinforcing Steel	lbs.	1,500	$ 0.27	lb.	405.00
(d) Drill, Install, and Grout #6 Anchor Bar	each	64	$24.00	each	1,536.00
			Total -		$11,916.00

Specifications, basis of measurement and other provisions:

Construction to be in accordance with Drawing File No. JDR-1-0-9/6
U.S. Army Engineer District (Walla Walla, Washington)

Unit Price (a) includes all costs for excavation to Rockline and backfill work.
Applicable Specifications - Section 404 - Concrete Masonry - Standard Specifications 1964

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$ 915,375.38	
Present estimate of project cost, including $ 11,916.00 for work under this order	$ 1,031,281.38	
Expected ~~xxxxxxxx~~ over-run (amount)	$ 115,906.00	
Expected ~~xxxxxxxx~~ over-run (per cent)	12.7	

Submitted by: [signature] Resident Engineer

Approval Recommended: [signature] for Division Engineer

Approval Recommended: ..... Construction Engineer or Bridge Engineer

Signed Materne Bros. Company, Contractor
by R E Materne

Approved: ..... Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

RECEIVED
MAR 4 - 1965
FOR FILING

March 4, 1965

The District Engineer
Corps of Engineers, U. S. Army
Building 602, City-County Airport
Walla Walla, Washington

Re: Contract No.
DA-45-164-CIVENG-61-103
Relocation of Oregon
Highway Facilities
John Day Lock and Dam

Dear Sir:

Reference is made to your letter of February 11 regarding better liaison between our respective organizations, particularly with respect to financial obligations incurred. Comments upon your proposals are as follows:

(a) We were under the impression that all Extra Work Orders, Price Agreements, and State Force Orders on contracts administered by the State Highway Department had been submitted to your Resident Engineer, Mr. Ben Molle' in duplicate by our Mr. J. S. Sawyer. I am currently having Mr. Sawyer re-check all of these jobs to be sure that this has been done. I am further advised that in cases where the change orders are of some magnitude, joint field inspection is made by your people and Mr. Sawyer.

You may have assurance that we will take every precaution to see that you are kept fully advised. If submission of these documents through your Resident Engineer's office is not the proper routing, please advise us of the routing you would prefer.

(b) At the end of each estimate period, you will be furnished with copies of the Resident Engineer's Project Cost Report for each project over which we have jurisdiction. In the past, we have furnished you with a listing of the unbilled accrued costs on each state-administered project.

For your further information, I am enclosing a copy of the above listing. This, again, is furnished to your Resident Engineer at Boardman.

We hope the foregoing procedures will expedite reimbursement to the State and simplify the audit at the final settlement stage.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.

cc R. L. Porter
Lloyd P. Shaw
Victor D. wolfe
L. H. Young
F. D. Morgan
Ivan Merchant
C. H. Maison
J. S. Sawyer
A. F. Parson
J. F. Putnam

LHY:mb fn

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

11 February 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER
Draft for Cooper please

Dear Mr. Cooper:

It has come to my attention that, in preparation of final payments to State contractors performing work pursuant to the terms of our agreement contract above cited, there have been several changes executed under those contracts of which my office has not been informed and as a consequence, significant changes have been made in the obligation of the Government. I believe it is to our mutual advantage to develop a system of keeping our agencies as current as possible in such matters. I submit for your consideration that the following procedures be instituted as soon as possible:

a. Submit for my approval all changes to be executed under those construction contracts administered by your office and on which the Government has cost responsibility. This procedure is prescribed in Article 1c of our agreement. Any changes already executed should likewise be furnished so that our records may be current.

b. At the end of each month that your Resident Engineer staff make available for my staff of the Resident Engineer's office located at Boardman, Oregon, copies of the most recent payment estimates processed by you and work being performed by your contractors under this agreement contract and on which you are to be reimbursed from Government obligations.

Copy To Young
2-16-65

NPWCO-CA
Mr. Forrest Cooper

11 February 1965

It is anticipated that, by the use of these procedures, processing of reimbursement to the State can be materially expedited, be more accurate, and that the obligations of the State and Federal Government be adjusted realistically as the need arises.

Your comments are requested.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

RECEIVED
FEB 15 1965
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION

Referring to U.S. Army Engineers' Agreements Nos. DA-45-164-CIVENG-61-103 and DA-45-164-CIVENG-61-265 regarding the relocation of U.S. Routes 30 and 730 around the John Day Dam. The following tabulation shows an estimate of the "Unbilled Accrued Costs" on contracts that have been awarded by the Oregon State Highway Commission.

Contract No. 5840	Irrigon-Umatilla Section
Contract No. 5955	Boardman Jct.-Irrigon Section
Contract No. 6014	John Day River Bridge
Contract No. 6209	Blalock-Arlington, G
Contract No. 6219	Arlington Viaduct
Contract No. 6292	Hoppner Jct. Interchange and N. Unit, Hoppner Jct.-Rhea
Contract No. 6314	Hoppner Jct. Interchange Structure
Contract No. 6349	E. Unit, Arlington-Hoppner Jct.
Contract No. 6351	Blalock-Arlington, Stone Base and Oil
Contract No. 6388	Airport Rd.-Irrigon Jct., C-P-Strs.
Contract No. 6396	Airport Rd.-Irrigon Jct., 2 Strs.-Signs
Contract No. 6544	Rufus-Arlington, Roadside Seeding

Cont. No.	Total Amount of Work Performed to 2-5-65*	U.S. Army Share	Amount Previously Billed	Unbilled Accrued Costs
5840	$ 379,200.00	$ 35,000.00	$ 35,000.00	$ -
5955	1,329,600.00	248,960.00	248,960.00	-
6014	2,507,116.87	1,530,677.30	1,530,677.30	-
6209	3,841,505.94	3,467,931.95	3,464,710.85	3,221.10
6219	1,269,668.11	1,269,668.11	1,269,666.01	2.10
6292	1,056,996.70	1,008,057.75	959,922.32	48,135.43
6314	83,262.83	83,262.83	-	83,262.83
6349	1,396,051.38	55,842.05	-	55,842.05
6351	587,800.59	523,142.53	480,158.90	42,963.63
6388	852,671.03	254,948.64	214,205.72	40,742.92
6396	226,033.82	101,715.22	-	101,715.22
				$ 375,905.28

* The above figures include Construction Engineering and Contingencies.

RECEIVED
FEB 10 1965
FOR FILING

FORM 734-7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1965

SUBJECT: Extension of "C" Ramp
Retaining Wall at
Arlington Interchange

To:
Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

During construction of the Arlington Interchange area excessive excavation between the "C" line and the main line has made it necessary to extend the retaining wall westerly for several hundred feet.

The Corps of Engineers has requested that we negotiate with our contractor doing the stone base and oiling from Blalock to Arlington for this work.

Enclosed you will find prints of the design for this retaining wall. Please make the necessary arrangements with our contractor for this work. Please furnish this office a price agreement so that we may present it to the Corps of Engineers for their concurrence before the work is commenced. This work will be entirely their obligation. We have estimated that the cost for this work would be approximately $100 per cubic yard for the concrete, approximately $10 each for the anchors (this includes installation) and approximately 25 cents per pound for the remaining steel.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY G. L. DECKER

G. L. Decker
Assistant Construction Engineer

DLT:fp
Enc.
cc L. P. Shaw

Approved NOTED
LLOYD P. SHAW
ASST. STATE HWY. ENGR.

RECEIVED
FEB 3 - 1965
FOR FILING

28 January 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
Extension of the "C" Ramp Retaining Wall
at Arlington Interchange, John Day

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Receipt is acknowledged of a letter from Mr. F. D. Morgan of your department, dated 13 January 1965, concerning the placement of anchor bars in the "C" Ramp retaining wall extension.

The wall has been redesigned in accordance with your suggestion. One reproducible and two prints of the changed drawing JDR-1-0-9/6 Rev. A are inclosed for your use.

It is understood that this additional work will be accomplished under State Contract 6351, Stone Base and Oiling from Blalock to Arlington, and that the cost thereof is a Corps of Engineers obligation. I would appreciate your furnishing a copy of the proposed change order for my approval in accordance with Article 4c of our agreement contract.

Sincerely yours,

1 Incl (under sep cover)
Dwg (reproducible
& 2 cys)

FRANK D. McELHEE
Colonel, Corps of Engineers
Contracting Officer

Original to Finbee
with Encl
2-2-65

NOTED
LLOYD P. SHAW

RECEIVED
JAN 14 1965
FOR FILING

January 13, 1965

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Reference is made to your letter of January 6, 1965 on Contract No. DA-45-164-CIVENG-61-103, Relocation of Oregon Highway Facilities, John Day Lock and Dam concerning the extension of the "C" ramp retaining wall at the Arlington Interchange.

We will endeavor to obtain a Price Agreement for this work with our contractor on the Blalock-Arlington surfacing contract.

First, however, we have reviewed the design for this retaining wall and we question the placement of the anchors. We feel that one anchor should be placed approximately one foot each side of the holes for the guard rail posts. As this wall is virtually unreinforced, we feel the area around the posts should be better protected.

We anticipate that our contractor will want additional money for placing the guard rail in this area as special precautions will have to be taken when the post holes are drilled. If this is so, this will be charged to the Corps in addition to the cost of the retaining wall.

We request your attention to the design of these anchors and we feel this must be resolved before we approach our contractor.

Very truly yours,

F. D. Morgan
Construction Engineer

By
Donald L. Trout
Rural Engineer

DLT:fp
cc L. P. Shaw
A. F. Parson
J. S. Sawyer

3

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

6 January 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

JAN 11 1965

Dear Mr. Cooper:

In accordance with provisions of the above-referenced contract, the Corps of Engineers contracted the grading of the Arlington Interchange including the access ramps. Field conditions were such as to necessitate the inclusion of a retaining wall between the westbound lanes of I80N and the "C" Ramp.

The rock comprising the roadbed of the westbound lanes has been found to be of such quality that it will be necessary to construct an extension to the existing retaining wall. This extension will connect to the existing wall at Station 1600+04 and extend westerly. Our construction contractor has substantially completed his operations in the Arlington area, so your Mr. Barbee has indicated to Mr. Hansens of this office a willingness to include the construction of this additional length of wall in your Contract No. 6351 for stone base and oiling from Blalock to Arlington. We are transmitting under separate cover a transparency and five copies of a proposed design of this wall extending to Station 1595+90. The exact point of termination of the wall will be determined by your Resident Engineer after the removal of loose surface materials is completed.

The extra costs for this work will be borne by the Government. It is requested, however, that prior to actual commencement of the work that the Contractor's price proposal be submitted to this office for approval.

Your formal agreement of this matter is requested in accordance with Article 1c of our agreement contract.

REFERRED TO
Asst. Const. Engr.

Sincerely yours,

Original To LLOYD P. SHAW
Barbee
1-11-65

NOTED
DON TROUT

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

1 Incl (under sep cover)
Proposed Design
(Transparency & 5 cys)

NOV 16 1964
FOR FILING
HPVFO-8

16 November 1964

Re: Contract DA-45-164-CIVENG-61-103
Relocation of Oregon Highway
Facilities

Transmittal of Construction Drawing
Contract 64-135

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Cooper:

Transmitted herewith are two sets of drawing No. 21.1, extension to inter. ramp "C" retaining wall.

Reference is made to the Contracting Officer's letter to you dated 5 November 1964 wherein your written concurrence to the changes was requested.

Sincerely yours,

1 Encl
Dwg 21.1 (in dupe)

BEN W. HOELS
Authorized Representative
of the Contracting Officer

Copy to Parker
to Mr. Jennings
11-17-64

NPPCO-CA

5 November 1964

Re: Contract No. DA-45-164-CIVENG-61-103
"C" Ramp Retaining Wall Extension and
Revised Subgrade Width, West of
Arlington Viaduct, John Day Lock and Dam

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

This will confirm decisions reached during a meeting of representatives of this office and Messrs. Alfred Shirley, Alfred Baar, Josh Sawyer, and Don Callaher of the Oregon State Highway Department on 30 October 1964 at Arlington, Oregon.

It was agreed that, due to the lack of a solid rock shoulder on the right side of the westbound lane, it will be necessary to extend the present "C" Ramp retaining wall westward to Station 1600+04. At this station the outside or north corner of the wall will be 40 feet from centerline of the highway and at an elevation of one foot above the shoulder subgrade at the wall.

In addition, it was agreed satisfactory to hold a minimum of 40-foot subgrade width from the end of the wall at Station 1600+04 westerly to approximate Station 1598+25.

As a result of the above agreements by your representatives and in order not to delay the contractor, the construction contract drawing is being modified to incorporate the necessary changes. Upon completion thereof, the original tracing will be forwarded for your review and approval. This change will in no way affect the Oregon State Highway Department construction obligation under Contract No. DA-45-164-CIVENG-61-103.

HPMCO-CA 5 November 1964
Mr. Forrest Cooper

In accordance with Article 1c of our agreement contract, your written concurrence to the above-cited changes is requested.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

RECEIVED
DEC 28 1964
Form P-56 Rev. Dec.
FOR FI...

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date DEC 3 1964 by ... Engineer
U.S. Bureau of Public Roads

Project Name Blalock-Arlington — Date December 1, 1964

Highway Columbia River — Contract No. 6351

County Gilliam — Prefix 611-1062

Contractor Materne Bros. Company — F. A. Project No. I-80N-4(13)130

Address W. 1204 Francis Ave., Spokane, Washington — Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

To remove "pop out" slide and boulder material which has fallen into the roadbed fall-out areas of certain cut sections within the westerly portion of the project.

Location by station numbers:

Within limits Sta. 1180 to Sta. 1540 at applicable areas as directed by the engineer.

Estimate of quantities and cost:

Equipment

1 - Truck - Dump Normal Duty Maximum Capacity 10 C.Y. $590.00

1 - Loader- Front End Wheel Type (1 to 2 C.Y. Max.)

Labor

Equipment Operators and Laborers $610.00

Estimated Total $1,200.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work is not covered by a bid item in the Materne contract.

Work under this E.W.O. is to be completed prior to April 1, 1965.

Note: (1) Maximum equipment rates allowable as per A.G.C.-State agreement.
(2) Percentage allowed contractor is in accordance with executed contract for this job.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 915,375.38
Present estimate of project cost, including $ 1,200.00 for work under this order	$ 932,465.30
Expected ~~underrun~~ over-run amount	$ 17,089.92
Expected ~~underrun~~ over-run per cent	1.87%

Space to right of this line is for use of Salem Office

Submitted by: /s/ C. C. McKinney — Resident Engineer

Approval Recommended: /s/ G. L. Decker — Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ A. F. Parson — Division Engineer

Approved /s/ L. H. Young — ~~Deputy State Highway Engineer~~ ~~Assistant State Highway Engineer~~ Office Engineer.

State Printing Copy to Young 12-28-64

RECEIVED
MAY 1 - 1964
FOR FILING

April 30, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your information are copies of Order for State Force Work No. 1, Account No. 202 covering U.P.R.R. protection costs on the Blalock-Arlington Section of the Columbia River Highway in Gilliam County, Contract No. 6351 in connection with Federal-Aid Project No. I-80N-4(13)130.

This Order is issued as an internal bookkeeping procedure and authorization to deduct railroad flagging and protection costs chargeable to him, from the contractor.

Payments to the Railroad are made by the U.S. Army Engineers, who, in turn, bill the State for the protection costs chargeable to the contractor.

Very truly yours,

Purrett Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

Enc.

RECEIVED
APR 17 1964
FOR FILING

Salem, Oregon
April 16, 1964

State Force Order, RR Flagging
Blalock-Arlington Section
Columbia River Highway
Gilliam County
Contract No. 6351

Mr. C. C. Hoffman
Resident Highway Engineer
P. O. Box 755
Hermiston, Oregon 97838

Bills for railroad protection and flagging on the subject project are being received, and deductions made from contractor's estimate payments. Will you please submit an Order for State Force Work authorizing the deductions in accordance with Mr. Porter's letter dated January 27, 1964.

In showing the deductions on the estimate it is not necessary to show the individual bills. One line for the Total Amount to Date, Previous Amount and the Present amount is all that is required. The deductions should also be included in your Project Cost Report.

L. H. Young
Office Engineer

LHY:jb

cc: A. F. Pearson
F. D. Morgan
C. H. Malcom

RECEIVED
JAN 15 1964
FOR FILING

CON LAG 97 1-13-64 455P

DECKER

CONTACTED MCKINNEY THIS DATE REGARDING SEMI-FINAL ON BLALOCK-ARLINGTON SECTION. THERE ARE SERXXX SEVERAL REASONS WHY THE FINAL CANNOT BE EXPECTED MUCH BEFORE THE END OF FEBRUARY.

1. THROUGHOUT THE PROJECT THE CONTRACTOR DID NOT PERFORM HIS FINISHING WORK UNTIL ABOUT THE LAST MONTH WHICH DID NOT ALLOW US TO DO OUR REMEASUR UNTIL AFTER THE JOB WAS COMPLETE. FINAL EARTHWORK QUANTITIES WERE NOT KNOWN UNTIL JUST BEFORE CHRISTMAS.

2. OVERHAUL IS INVOLVED IN THE FOLLOWING TYPES OF EXCAVATION.
   A. HAUL ON SUB-EXCAVATION
   B. HAUL ON GENEEXXX GENERAL EXCAVATION
   C. HAUL ON SELECT SUBGRADE MATERIAL
   D. HAUL ON TOPSOIL
   3E SEVERAL AREAS OF SPECIAL HAUL ORDERED BY ENGINEER TO DISPOSE OF EXCESS MATERIALS, ETC.

3. THE TRAINING SESSIONS NOW UNDERWAY IN THIS DIVISION IS LEAVING THE AX CREW SHORTHANDED, MEN WHO COULD BE WORKING IN THIS ARE ATTENDING CLASS OR WORKING IN THE FIELD ON THE MATERNE BROS SURFACING CONTRACT.

IF THERE IS A CONSIDERABLE AMOUNT OF MONEY DUE THE CONTRACTOR REVEALED BY THESE HAUL COMPUTATIONS, ANOTHER MONTHLY ESTIMATE WILL BE SUBMITTED EVEN THOUGH THIS IS THE LAST COMPUTING THAT REMAINS TO BE DONE IN PREPARING THIS SEMI-FINAL ESTIMATE.

COULTER
DJ
1,.

RECEIVED
JAN 10 1964
FOR FILING

Salem, Oregon
January 9, 1964

Segregation of Quantities
Klaloch-Arlington Section
Gilliam County
Contract No. 6351

Mr. C. C. McKinney
Resident Eng. Engineer
PO Box 755
Hermiston, Oregon 97837

Your attention is called to the segregation of quantities, Summary, Sheet 2-E of the plans for the subject project.

It is very necessary that we have the Federal-Aid portion and quantities shown separately from the Non-F.A. quantities. Please note that the Project I-82W-4(13)130 includes:

Woolyarn Interchange Ramps, Station 124?+00
Roadway, Station 1238+50 to 1427+50

All quantities on these portions are to be shown under the Federal-Aid Project number on future estimates to enable correct collection of Federal money.

L. N. Young
Office Engineer

DEP:er
cc: A. F. Parsons

RECEIVED
DEC 1 - 1963
FOR FILING

December 3, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State's share of flagging on the Blalock-Arlington Section of the Columbia River Highway in Gilliam County, Contract No. 6351 in connection with Federal-Aid Project No. I-80N-4(13)130.

This order was made out for additional flagging because the hauling units will be crossing the existing highway on a two-shift basis to supply the surfacing material.

This order was verbally approved by the B.P.R. District Engineer, November 26, 1963. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engi[illegible]r

DBP:er
Enclosure

FORM E-128X EDM 3-62

RECEIVED
NOV 15 1963
FOR FILING
I 80N-4(13)120
6351

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID F. CARLSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 13, 1963

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. G. H. Baker

Re: Haul Road Crossing
UPRR M.P. 129.3
Blalock-Arlington Section
Columbia River Highway
Gilliam County
Contract No. ~~6315~~ 6351
Project No. I-80N-4(13)130

Gentlemen:

Attached you will find four copies of a letter and sketch from Materne Bros. Co., the State's contractor for this project.

They request a haul road grade crossing at your M.P. 129.3 so that they may have access to the gravel deposit north of your tracks.

Please review and advise us of your decision at an early date since our contractor is ready to start work at this time.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

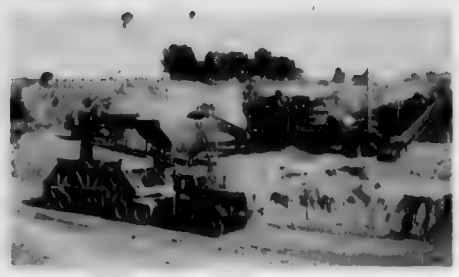
TWL:bjm

Attachments

cc: L. P. Shaw
A. F. Parson
C. C. McKinney

NOTED
LLOYD P. SHAW

RECEIVED
NOV 14 1963
OFFICE OF
STATE HIGHWAY ENGINEER



MATERNE BROS. CO.

ROAD CONTRACTORS

Box O — Rosewood Sta.
FA 7-3860

SPOKANE 53, WASHINGTON

Nov. 4, 1963

C. C. McKinney
Resident Engineer
Oregon Highway Department
791 Hermiston Ave.
Hermiston, Oregon

Re: Blalock-Arlington
Stone Base & Oiling
Contract No. 6351
Gilliam, County

Dear Sir:

On the above mentioned project we would like permission to cross the Union Pacific Railroad tracks located in the w. 1/2 of Section 31, Township 3 N., Range 20 E.W.M. Railroad mile post. No. 129.3

Enclose is a diagram of the location of the railroad crossing.

Also included is a description of the project title for the Railroads company use.

County-Gilliam
Highway -Columbia River
Section-Blalock-Arlington
Kind of Work - Stone Base & Oiling

Interstate Highway I-80N-4(13)130
Contract No. 6351

This will involve no extra cost to the State of Oregon.
Your early attention to this matter will be appreciated.

Very truly yours,

Materne Bros. Co.

Don J. Materne

COLUMBIA RIVER

Protect C of E Move Station

GRAVEL DEPOSIT

M.P. 129.3 RAILROAD CROSSING.

EXIST COLUMBIA RIVER HIGHWAY

36

31

BLALOCK INTERCHANGE

R.19E.W.M.

R.20E.W.M.

T.3N

T.3N

GRAVEL DEPOSIT

Scale 0 400' 800' Feet

Minimum Width of Crossing. 28 Ft.

1176+00 P.T.

1177+94.37 P.C.

Begin 4 Lane Oiling

Painted Markers (By Others)

Angle Iron

Strap Iron

FRONT V

F

RECEIVED
NOV 4 1963
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon 97301

October 29, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

08-35.2-0

A. W. Parsons
Division Engineer
Salem, Oregon

Oregon Project I-80N-4(13)139
Blalock-Arlington Section
Stone Base and Oiling

As requested in Mr. Young's letter of today advising that all rights-of-way or rights-of-entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6351 to Materne Bros. Company of Spokane, Washington, low bidder in the amount of $811,667.00 at the October 8, 1963 bid opening.

RECEIVED
OCT 31 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original to Young
11-1-63

NOTED
LLOYD P. SHAW

RECEIVED
OCT 30 1963
FOR FILING

October 29, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for the Blalock-Arlington Section, Project No. I-80N-4(13)130 to Materne Bros. Co., Spokane, Washington, on the basis of the bid of $811,667, submitted on October 8, 1963.

All rights of way or rights of entry have been acquired.

All rights of access to or from abutting property are either (1) denied by law, or (2) have been acquired, or (3) have been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion.

A copy of U.S. Army Engineer District letter, dated October 18, 1963, concurring in the award of contract is attached.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:bb

RECEIVED
DEC 19 1963
FOR FILING

October 28, 1963

Materne Bros. Co.
P. O. Box 0, Rosewood Station
Spokane 54, Wn.

Gentlemen:

The State Highway Commission on October 10, 1963, accepted your proposal for stone base and oiling on the Blalock-Arlington Section of the Columbia River Highway in Gilliam County for the sum of $811,667.00, and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6351.

Contract forms are being prepared and will be mailed to you for execution.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc., Seattle, Wn.
Daily Journal of Commerce, Seattle, Wn.
Daily Journal of Commerce, Portland

fp

RECEIVED
OCT 29 1963
FOR FILING

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS
NPWSU-PR
6551

18 October 1963

Re: Contract DA-45-164-CIVENG-61-103
Stone Base and Oiling, Blalock-Arlington Section of
I-80N-4(13) 103

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

Approval is granted to award contract for Stone Base and Oiling on the Blalock-Arlington Section of I-80N-4(13)103 to the low bidder, Materne Bros. Co., in the amount of $811,667.00.

Since obligations under Contract DA-45-164-CIVENG-61-103 are funded by fiscal year, funds for payments will be made available as needed.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
District Engineer

RECEIVED
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

6 copies to Young
10-28-63
mm

RECEIVED
OCT 10 1963
FOR FILING
I-80N-4(13)130

October 10, 1963

The District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Re: Cont. DA-45-164-CIVENG-61-103
I-80N-4(13)130

Dear Sir:

Reference is made to the stone base and piling work on the Blalock-Arlington Section of I-80N-4(13)103.

Bids were received and read for this work on 8 October 1963, in accordance with the Oregon State Highway Department procedures. The low bidder, Materne Bros. Co., Spokane, Washington, is a qualified contractor and submitted a bid consistent with the engineers' estimate.

Enclosed is a tabulation of contract bid quantities extended by the low bid unit amounts. Also enclosed, is a tabulation of Oregon State Highway Department obligation quantities and extended prices.

Under the terms of Contract DA-45-164-CIVENG-61-103, costs for this work, using the contract bid prices, are to be allocated as follows:

Total Contract Incl. Engineering & Contingencies			$915,375.38
Oregon State Highway Department Obligation:			
Sta. 1298+50 - 1427+50 Eastbound Only and Woolpern Ranch Interchange		$87,115.30	
Ref. Art. 5.d	10%	8,711.53	
Ref. Art. 5.c.9	5%	4,355.77	
Total Oregon State Highway Dept. Obligation			$100,182.60
Corps of Engineers' Obligation			$815,192.78

I forward herewith, three copies of bid tabulations which we certify as being correct and representative of the bids received.

Your early consideration and concurrence in the award of this project to the low bidder is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By -

Lloyd P. Shaw
Asst. State Highway Engineer

LHY:mb

Att.
cc: A. W. Parsons, L. H. Young
F. Morgan, C. Maison

HIGHWAY 80-N LOCATION
BLALOCK-ARLINGTON

Summary of Construction Quantities & Costs, Total Project

Station 1134+76 to 1665+23 Bk. = 73+50 Ah. to 500+31

	Item	Unit	Quantity	Unit Price	Estimate
1.	Embankment in Place	Cu.Yd.	12,560	$ 1.00	$ 12,560.00
2.	Select Subgrade Material in Place	Cu.Yd.	2,270	2.00	4,540.00
3.	Removal of Temporary Connection	Lump Sum	All Spec.	3,500.00	3,500.00
4.	Portable Barricades	Only	4	100.00	400.00
5.	Metal Guard Rail	Lin.Ft.	35,900	2.58	92,622.00
6.	Metal Median Barrier	Lin.Ft.	16,400	3.88	63,632.00
7.	Type 2 Barricade	Lin.Ft.	660	5.00	3,300.00
8.	Rail End Pieces	Only	52	5.00	260.00
9.	Guide Posts, W-1	Only	500	8.00	4,000.00
10.	Guide Posts, Y-2	Only	210	9.00	1,890.00
11.	Guide Posts, Y-3	Only	4	10.00	40.00
12.	Coarse Crushed Material in Base	Ton	366,600	1.04	381,264.00
13.	3/4" - 0 Material in Base	Ton	50,100	1.18	59,118.00
14.	Sprinkling	M-gal.	7,560	2.50	18,900.00
15.	Preparation of Base	Lump Sum	All Spec.		3,000.00
16.	3/4" - 0 Material in Binder Course	Cu.Yd.	2,600	3.60	9,360.00
17.	Furnishing and Placing Aggregates	Cu.Yd.	16,220	4.30	69,746.00
18.	MC-250 Asphalt	Ton	400	43.00	17,200.00
19.	120-150 Asphalt	Ton	1,220	40.00	48,800.00
20.	RS-1 Asphalt	Ton	342	42.50	14,535.00
21.	Railroad Protective Costs	Lump Sum	All Spec.		3,000.00
		Subtotal			$ 811,667.00
	Extra Work Items:				
		Flagging State Share			2,000.00
		Subtotal			$ 813,667.00
		Engineering and Contingencies 12-1/2%			101,708.38
		TOTAL			$ 915,375.38

HIGHWAY 80-N LOCATION
BLALOCK-ARLINGTON

Summary of Construction Quantities & Costs, OSHD

Eastbound Lanes, 1298+50 to 1427+50 & Woelpern Interchange

	Item	Unit	Quantity	Unit Price	Estimate
5.	Metal Guard Rail	Lin.Ft.	1,610	$ 2.58	$ 4,153.80
8.	Rail End Pieces	Only	5	5.00	25.00
10.	Guide Posts, Y-2	Only	36	9.00	324.00
11.	Guide Posts, Y-3	Only	2	10.00	20.00
12.	Coarse Crushed Material in Base	Ton	49,710	1.04	51,698.40
13.	3/4" - 0 Material in Base	Ton	6,010	1.18	7,091.80
14.	Sprinkling	M-gal.	1,040	2.50	2,600.00
15.	Preparation of Base	Lump Sum	12.86%		385.80
16.	3/4" - 0 Material in Binder Course	Cu.Yd.	320	3.60	1,152.00
17.	Furnishing and Placing Aggregates	Cu.Yd.	2,140	4.30	9,202.00
18.	MC-250 Asphalt	Ton	50	43.00	2,150.00
19.	120-150 Asphalt	Ton	160	40.00	6,400.00
20.	RS-1 Asphalt	Ton	45	42.50	1,912.50
					$87,115.30

Subtotal	$87,115.30
+10%	8,711.53
+ 5%	4,355.77
Total State Highway Department Obligation	$100,182.60

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWEN-RL

13 September 1963

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation I80N, John Day Project

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to your letter of 6 September 1963, signed by Mr. L. P. Shaw which requested my approval of the construction plans, and that portion of the bid items which are the responsibility of the Department on the construction work designated as, "Stone Base and Oiling Highway I80N, Blalock to East Arlington, Oregon, John Day Project.

As you were advised in my teletype of 11 September 1963, I have approved the contract plans. The estimated contribution of the Department for this work, which is itemized in the inclosures to your letter and is in the amount of $116,879.10 is also acceptable.

The information transmitted to us did not include a full set of specifications, and some difficulty has been experienced, where adjacent construction contracts have been administered by our respective organizations, in securing cooperation between the contractors. This has been discussed with your Mr. Barbee and it is expected that the specifications will meet our requirements. Copies of these specifications are requested as soon as available. Subject to the above, the advertisement of this contract for bids is approved.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

Cy furn LHP

RECEIVED
SEP 17 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 30 1963
FOR FILING

477 Cottage Street NE.
Salem, Oregon

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

September 16, 1963

A. W. Parsons
Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

Oregon Project I-808-4(13)139
Blalock - Arlington Section, Columbia River Highway
Stone Base and Oiling

P.S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance unnecessary, as indicated in Mr. Wright's September 10, 1963 letter.

The section involved in this project is an exception to "deferred construction" portions of the relocations resulting from the John Day Dam construction under Article 8 of your agreement, Contract No. DA-45-164- CIV ENG-61-103, which also would provide adequate documentation of project files for stage construction of the pavement. However, since the typical section in Exhibit B of the agreement, executed prior to the issuance of IM 21-1-62, made no exception to providing temporary surfacing on this section and the Corps of Engineers is agreeable to providing comparable construction on adjacent lanes and adjoining sections, stage construction on the Federal-aid portion is acceptable.

Attachments

RECEIVED
DIST. OFF.

original To Young - with attach.
cc Gifford
9-30-63

NOTED
LLOYD P. SHAW

RECEIVED
SEP 26 1963
FOR FILING
ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWEN-RL

13 September 1963

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation I80N, John Day Project

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to your letter of 6 September 1963, signed by Mr. L. P. Shaw which requested my approval of the construction plans, and that portion of the bid items which are the responsibility of the Department on the construction work designated as, "Stone Base and Oiling Highway I80N, Blalock to East Arlington, Oregon, John Day Project.

As you were advised in my teletype of 11 September 1963, I have approved the contract plans. The estimated contribution of the Department for this work, which is itemized in the inclosures to your letter and is in the amount of $116,879.10 is also acceptable.

The information transmitted to us did not include a full set of specifications, and some difficulty has been experienced, where adjacent construction contracts have been administered by our respective organizations, in securing cooperation between the contractors. This has been discussed with your Mr. Barbee and it is expected that the specifications will meet our requirements. Copies of these specifications are requested as soon as available. Subject to the above, the advertisement of this contract for bids is approved.

Sincerely yours,

NOTED
R. L PORTER

J. H. BEDDOW
Colonel, CE
Contracting Officer

RECEIVED
SEP 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 17 1963
OREGON
STATE HIGHWAY COMMISSION

Original to Shaw
9-17-63

RECEIVED
SEP 13 1963
FOR FILING

Class of Service
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM (00)

1201 (4-60)

W. P. MARSHALL, PRESIDENT

SYMBOLS	
DL	Day Letter
NL	Night Letter
LT	International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA138

PR WWA047 GOVT DL PD=WUX WALLA WALLA WASH 11 1963 SEP 11 255P PMPDT=16

FORREST COOPER, STATE HIGHWAY ENGINEER=
HIGHWAY BLDG CENTER AND CAPITOL STS SALEM ORG=

=FROM NPWEN-RL 1219, REF CONTRACT 61-103 AND THE BLALOCK-ARLINGTON, PAVING CONTRACT PROPOSED FOR ADVERTISEMENT BY YOUR OFFICE.

¶ 1. CONTRACT PLANS AND CONSTRUCTION QUANTITIES WHICH ARE THE RESPONSIBILITY OF THE STATE AS OUTLINED IN YOUR LETTER OF 6 SEPT 63 ARE APPROVED.

¶ 2. SUBJECT TO MINOR COMMENTS AS DISCUSSED WITH MR. BARBEE, THIS CONTRACT IS APPROVED FOR ADVERTISEMENT. CONFIRMING LETTER FOLLOWS=

J H BEDDOW CONTRACTING OFFICER=

RNING ITS SERVICE

RECEIVED
SEP 9 1963
FOR FILING

September 6, 1963

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Reference is made to the Bialock-Arlington Section of the relocation of Highway 80N on the John Day Lock and Dam Project.

Application is hereby made by the State Highway Department of the State of Oregon at Salem, Oregon for the approval by the District Engineer, Corps of Engineers, of plans and quantities for the reference section to be advertised for bidding.

Enclosed you will find the original drawings of the contract plans and detailed estimates for the project with a breakdown of the obligation for the Oregon State Highway Department. Under the terms of Contract No. DA-45-164-61-103 costs for this work are to be allocated as follows:

Total Contract Incl. Engineering & Contingencies			$1,035,509.63
Oregon State Highway Department Obligation			
Sta. 1298+50 - 1427+50 Eastbound Only and Woolpern Ranch Interchange		$101,634.00	
Ref. Art. 5.d	10%	10,163.40	
Ref. Art. 5.c.9	5%	5,081.70	
Total Oregon State Hwy. Dept. Obligation			116,879.10
Total Corps of Engineers Obligation			$ 918,630.53

Your early attention to this matter would be greatly appreciated so we may meet our contract schedule.

Very truly yours,

Forrest Cooper
State Highway Engineer

DLT:fp:bjm
enc.

By

cc: Forrest Cooper
F. D. Morgan

L. P. Shaw
Assistant State Highway Engineer

HIGHWAY 80-N LOCATION
BLALOCK-ARLINGTON

Summary of Construction
Quantities & Costs, Total Project

Station 1134+76 to 1665+23 Bk. =
73+50 Ah. to 500+31

Item	Unit	Quantity	Unit Price	Estimate
1. Embankment in Place	Cu. Yd.	12,560	$ 1.25	$ 15,700
2. Select Subgrade Material in Place	Cu. Yd.	2,270	1.00	2,270
3. Removal of Temporary Connection	Lump Sum	All Specified		2,500
4. Portable Barricades	Only	4	75.00	300
5. Metal Guard Rail	Lin. Ft.	35,900	2.60	93,340
6. Metal Median Barrier	Lin. Ft.	16,400	3.75	61,500
7. Type 2 Barricade	Lin. Ft.	660	4.50	2,970
8. Rail End Pieces	Only	52	5.00	260
9. Guide Posts, W-1	Only	500	7.00	3,500
10. Guide Posts, Y-2	Only	210	7.50	1,575
11. Guide Posts, Y-3	Only	4	8.00	32
12. Coarse Crushed Material in Base	Ton	366,600	1.30	476,580
13. 3/4"-0 Material in Base	Ton	50,100	1.40	70,140
14. Sprinkling	M-gal.	7,560	3.00	22,680
15. Preparation of Base	Lump Sum	All Specified		3,500
16. 3/4"-0 Material in Binder Course	Cu. Yd.	2,600	3.50	9,100
17. Furnishing & Placing Aggregates	Cu. Yd.	16,220	3.50	56,770
18. MC-250 Asphalt	Ton	400	48.00	19,200
19. 120-150 Asphalt	Ton	1,220	46.00	56,120
20. RS-1 Asphalt	Ton	342	48.00	16,416
21. Railroad Protective Costs	Lump Sum	All Specified		4,000
	Subtotal			$ 918,453
Extra Work Items:				
	Flagging State Share			2,000
	Subtotal			$ 920,453
	Engineering & Contingencies 12-1/2%			115,056.63
	TOTAL			$1,035,509.63

HIGHWAY 80-N LOCATION
BLALOCK-ARLINGTON

Summary of Construction Quantities & Costs, OSHD

Eastbound Lanes, 1298+50 to 1427+50 & Woolpern Interchange

Item	Unit	Quantity	Unit Price	Estimate
5. Metal Guard Rail	Lin. Ft.	1,610	$ 2.60	$ 4,186
8. Rail End pieces	Only	5	5.00	25
10. Guide Posts, Y-2	Only	36	7.50	270
11. Guide Posts, Y-3	Only	2	8.00	16
12. Coarse Crushed Material in Base	Ton	49,710	1.30	64,623
13. 3/4"-0 Material in Base	Ton	6,010	1.40	8,414
14. Sprinkling	M-gal.	1,040	3.00	3,120
15. Preparation of Base	Lump Sum	12.86%		450
16. 3/4"-0 Material in Binder Course	Cu. Yd.	320	3.50	1,120
17. Furnishing & Placing Aggregates	Cu. Yd.	2,140	3.50	7,490
18. MC-250 Asphalt	Ton	50	48.00	2,400
19. 120-150 Asphalt	Ton	160	46.00	7,360
20. RS-1 Asphalt	Ton	45	48.00	2,160
	Subtotal			$101,634

Subtotal	$101,634.00
+10%	10,163.40
+ 5%	5,081.70
Total State Highway Department Obligation	$116,879.10

RECEIVED
JUL 9 - 1963
FOR FILING

July 8, 1963

The District Engineer
Corps of Engineers, U. S. Army
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Reference is made to the proposed Blalock-Arlington surfacing contract on the relocation of Interstate Highway 80N on the John Day Lock and Dam Project. This contract is to be let by the Oregon State Highway Department and is scheduled for October, 1963.

It is the practice of this Department to locate possible material sources prior to contracting a job of this nature and make them available to the prospective bidders. This prevents any one contractor from obtaining control of material in the area and thus, controlling the price.

On June 26, 1963, Mr. Curt Hansens was in this office and indicated that we might list as a possible source a gravel bar you control on the Columbia River near Blalock.

We request your concurrence or comments. If we receive your concurrence, would you please furnish a sketch of this area so that we may describe the location in our specifications.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
A. F. Parson
J. S. Sawyer

DLT:fp: ajw

RECEIVED
JUL 9 - 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1963

SUBJECT: Blalock-Arlington Section
Columbia River Highway
Philippi Quarry & Stockpile Area

To:
Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

Reference is made to your letter of June 12, 1963 on the subject section transmitting a sketch map for a proposed quarry and stockpile area.

We plan to take an option from Mr. Philippi to either purchase or lease this property and list it as a possible material source for this surfacing contract.

Although the Corps of Engineers purchased the highway right of way in this area, we will deal for this quarry site. Please furnish this office the necessary deed photostats.

F. D. Morgan
Construction Engineer

By
Donald L. Trout
Acting Rural Engineer

DLT:fp

cc Lloyd Shaw

RECEIVED
LLOYD P. SHAW
RECEIVED
JUN 27 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 25 1962
FOR FILING

Salem, Oregon
July 25, 1962

Mr. C. H. Heinen
Auditor
REGION

The US Army Engineers have asked us to make two more preliminary engineering surveys in connection with the relocation of highways through the John Day Reservoir. The expense in making these surveys will be reimbursed one hundred per cent by the corps of engineers in accordance with agreement DA-45-[illegible]-ENG-IV-30-59-39, modification number 3 and number 4.

The projects are as follows:

(1) Prefix 11-1465 Heppner Junction - South, 3.4 miles on the Heppner Highway, Oregon route number 74.

(2) Prefix 611-1466 Blalock - Arlington, 8.32 miles on US 30.

Would you please make monthly billings to the US Army Engineers for our expense in connection with these two projects.

L. H. Young
Office Engineer

JAH:rs
cc: Mr. D. J. Barbee
Mr. Ben Gifford

RECEIVED
MAY 23 1962
FOR FILING

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

RPWGR
6951

22 May 1962

Re: Contract No. DA-45-164-CIVENG-59-39

Mr. Forrest Cooper, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

On 18 May 1962 Mr. J. S. Sawyer, Resident Engineer, John Day relocations, called relative to the design work in the area between Blalock and Arlington, Oregon, which is being performed by your staff under the above referenced contract.

This is to advise you that the Highway Department has free and unrestricted access to all portions of the right-of-way within the limits of the design work to perform any explorations and surveys which may be required.

Sincerely yours,

E. C. FRANZEN
Chief, Engineering Division

Copy furnished:
Mr. J. S. Sawyer
Resident Engineer
P.O. Box 420
The Dalles, Oregon

original To Morgan
5-28-62

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1962

SUBJECT: Contract DA-45-164-CIVENG-59-39
Blalock-Arlington Section
Columbia River Highway

To: Mr. R. L. Porter
Asst. State Highway Engineer
BUILDING

Reference is made to your letter of April 19, 1962, to which was attached Modification No. 4 to subject contract and Corps of Engineer's letter of April 16, 1962, requesting us to proceed with the design, plans and specifications as per Modification 3 to subject contract.

Modification No. 4 separates the 14.5 miles of highway to be designed by the State into components of the Columbia River Highway (I80N--10.8 miles) and the Heppner Highway (Route 74--3.7 miles). We find no objection to this modification in that the intent of Modification No. 3 which established the State as the design agency has not been altered. Approval by the Commission of Modification No. 4 to subject contract is recommended.

The Corps of Engineer's letter of April 16, 1962, requests that we proceed with the design of the Blalock-Arlington Section of the Columbia River Highway. Modification No. 4 when approved by the Commission will include the relocated portion of the Heppner Highway in the design. We will commence this week with the design, plans, and specifications as required by subject contract and modification thereto and will proceed promptly as manpower becomes available.

F. D. Morgan
Construction Engineer

By

J. E. Morelock
Chief Locating Engineer

RMA:jd
cc: G. S. Paxson

RECEIVED
MAY 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1961
FOR

12-4-61

LOCATION PROSPECTUS
BLALOCK-ARLINGTON SECTION
COLUMBIA RIVER HIGHWAY
GILLIAM COUNTY

The following prospectus is submitted concerning the above-mentioned section of the Columbia River Highway, which is a State Primary Facility on the Federal-Aid Interstate and throughway system. The westerly terminus is at Station 1132+00, which station is approximately 1.0 miles westerly of the community of Blalock. The easterly terminus is at Station 1571+00, which station is approximately 0.7 mile westerly of Main Street in the city of Arlington. The overall length of the project is 8.32 miles.

This will be a location survey to prepare plans, specifications, and estimates for grading and paving on new alignment. The small community of Blalock is on the proposed alignment and the project ends just westerly of the city of Arlington.

The general route was established in the Salem Office by mutual agreement with the Army Corps of Engineers - traversing higher ground southerly of the existing facility along the entire distance from Blalock to Arlington. Reconnaissance has been made by the Rural Design Section. Soils investigations will be conducted to supplement existing data. Special drainage studies will be made where conditions warrant. An economic analysis is not needed at this time.

The existing 1960 ADT is 2,950 and the projected 1980 ADT is 6,700. Traffic and alignment warrant a Class "A-4" highway with maximum grade and curvature of 4 per cent and 1 degree, 30 minutes, respectively. This will be a four-lane freeway with a typical section consisting of two 24-foot travel ways with 6-foot inside shoulders and 10-foot outside shoulders. Traveled ways will be separated with a variable 8.4-foot to 76-foot median. Four feet of the inside shoulders on sections with wide median and 8 feet of the outside shoulders will receive 2 inches of asphaltic concrete. The first 2 feet on the outside shoulders and where the narrow median occurs will be paved full depth with asphaltic concrete. Deviations from State and Federal interstate standards are not anticipated.

The rise and fall and the central angle data of the existing facility are 519 feet and 147 degrees respectively. The rise and fall and the central angle data for the proposed alignment will be approximately 620 feet and approximately 66 degrees respectively.

This will be a freeway with no direct access to the highway or connecting interchange legs. A determination will be made, during the survey, to provide access by frontage roads where economically warranted. There is an interchange at

LOCATION PROSPECTUS
BLALOCK-ARLINGTON SECTION

Blalock to service the community of Blalock and the surrounding area, also a half-diamond interchange to service Woelpern Ranch and vicinity. There are no railroad crossings or major stream crossings; however, there will be several crossings of irrigation pipelines or ditches.

The approved base design for construction is:

	Stage 1	Stage 2	Stage 3
Paving	1¼" 0-11	4 " AC	1½" AC
Top Course Base	2 " Level		
Bottom Course Base	10½" Crushed		
Select Material	18 " Rock Sand or Gravel		
Total Depth	13 3/4"	17 3/4"	19¼"

The paving will be done in stage construction; the 1¼" of 0-11 oil mat in Stage 1 will be compacted by traffic. In Stage 2, 4" of AC will be applied after the pool is filled and draw down results. Stage 3, consisting of 1½" of AC, will be applied only after all settlement has occurred. Allowances will be made for the total depth of surfacing in computing subgrade widths.

Materials are available from local and State sources.

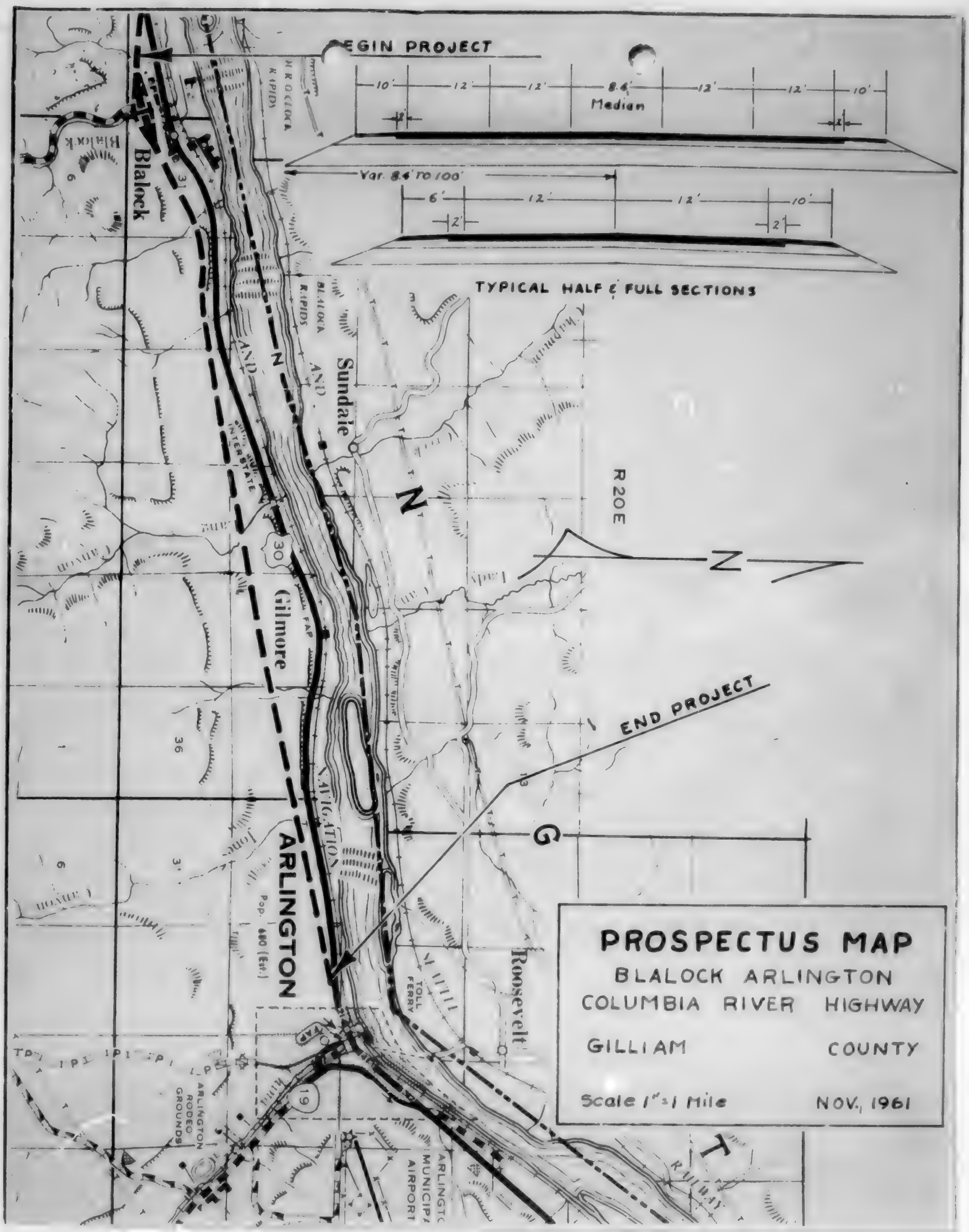
Agreements with the Corps of Army Engineers and public utility companies will be necessary. A public hearing was held February 25, 1959.

There are no State parks or roadside rest areas affected by this project.

December 4, 1961

Attach.

cc Forrest Cooper
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
A. F. Parson (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
Walter T. Wright (3)
L. H. Young


BEGIN PROJECT
10' 12' 12' 8.4' Median 12' 12' 10'
2' 2'
Var. 8.4' TO 100'
6' 12' 12' 10'
2' 2'
TYPICAL HALF & FULL SECTIONS
Blalock
Sundale
Gilmore
ARLINGTON
Roosevelt
R20E
T
N
END PROJECT
INTERSTATE
ROCK CREEK RAPIDS
BLALOCK RAPIDS
NAVIGATION
TOLL FERRY
Pop. 650 (Est.)
ARLINGTON RODEO GROUNDS
MUNICIPAL AIRPORT
PROSPECTUS MAP
BLALOCK ARLINGTON
COLUMBIA RIVER HIGHWAY
GILLIAM COUNTY
Scale 1" = 1 Mile
NOV., 1961

110-1091	Days Cr. Br. Sec., Tiller-Trail Hwy. (Struct., Grad. & Paving)	1963
#6352		

RECEIVED
JAN 20 1965
FOR FILING

January 18, 1965

St. Paul Fire and Marine Ins. Co.
Pacific Department
200 Mills Building
San Francisco 6, California

Gentlemen:

On October 26, 1964, we wrote to you concerning release of final payment on Contract No. 6352 awarded to Stach Construction Company for structure, grading, and paving the Days Creek Bridge on the Tiller-Trail Highway in Douglas County.

Final payment on this contract is $11,057.71 and the total contract amount is $87,763.80, including $818.41 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fm

cc Stach Construction Company
P. O. Box 730
Grants Pass, Oregon

Oakridge Insurance Agency, Inc.
Star Route, Box 215
Oakridge, Oregon

C.H Maison
Attn: John Herr

RECEIVED
OCT 26 1964
FOR FILING

6352.

October 23, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed October 16 on Contract No. 6352. The contract was with Stach Construction Company and was for work on the Days Creek Bridge Section of the Tiller Trail Highway in Douglas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 23, 1964, and that you concur in this procedure at the Commission meeting on November 24.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:bbc

FINAL WEEKLY REPORT

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: 2740A		WEEK ENDING: October 16, 1964
SECTION: Days Creek Bridge		SECTION PREFIX: 110-1091
HIGHWAY: Tiller-Trail		COUNTY: Douglas
NAME OF JOB: Days Creek Bridge	KIND OF WORK: Structure, grading, paving	
CONTRACTOR: Stach Construction Company	CONTRACT NUMBER: 6352	FEDERAL AID PROJECT NUMBER: state project
DATE OF CONTRACT: November 1, 1963	DATE WORK STARTED: 12/10/63	ESTIMATED COMPLETION DATE: October 16, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 3 SUPERVISION: 1	SPECIFIED WORK DAYS: 160	WORK DAYS USED: 160
		PERCENT OF TIME ELAPSED: 100%
PROJECT AUTHORIZATION: $ 93,209.63	ENGINEERING AUTHORIZATION $ 6,628.24	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
EXCLUSIVE OF ENGINEERING: $ 86,581.39	ENGINEERING COST TO DATE $ 11,105.59	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 86,586.37	PERCENT OF AUTHORIZATION 167.5%	100%
ESTIMATED PERCENT OVERRUN UNDERRUN overrun .4 %	DATE PROJECT WAS COMPLETED: October 16, 1964	

ESTIMATED PERCENT COMPLETE

remove old structure

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100%	100%	100%	100%	100%	100%	N/A	100%

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.11	0.11			0.11
MILES PARTIALLY COMPLETED	0.11	0.11			0.11
MILES COMPLETED	0.11	0.11			0.11
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,670 cy	1,430 cy			440 T
TOTAL QUANTITIES CORRECTED TO DATE	1,670 cy	1,152 cy			422 T
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,670 cy	1,152 cy			422 T
AVERAGE DAILY QUANTITIES	—	—			—
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	—	—			—
NUMBER OF SHIFTS PER DAY	-0-	—			—
HOURS PER SHIFT	—	—			—

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	workdays charged	CAUSE OF DELAY
SUNDAY 11	clear			
MONDAY 12	fog-AM clear-PM	0	1	
TUESDAY 13	ptly cldy	0	1	
WEDNESDAY 14	ptly cldy	0	1	
THURSDAY 15	cldy w/showers	0	1	
FRIDAY 16	cldy w/showers	0	1	
SATURDAY 10	clear			

NOTED
JOHN R. OAKES

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	11	No activity
MONDAY	12	Painting guardrail, misc cleaning up and slope shaping
TUESDAY	13	Finish painting guardrail, misc cleaning up and slope shaping
WEDNESDAY	14	misc slope shaping and cleaning up
THURSDAY	15	Slope shaping and misc cleaning up
FRIDAY	16	slope shaping and misc cleaning up
SATURDAY	10	No activity

REMARKS

Project complete

THIS IS THE FINAL WEEKLY REPORT

SIGNED James E. Chidsey

ADDRESS Roseburg, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM). ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

FORM E-20X—50M—12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

.....

.....

SUBJECT:

To: Mr. L. R. Chandler
Division Engineer
Roseburg, Oregon

A review of last week's construction weekly reports from your division indicate that engineering charges on the following contracts are overrunning a considerable amount:

Project	% Complete	Allowed	Engineering Used	% Over
Winchester-S. Umpqua River	61	84,512	122,300	44.7
Fairgrounds Road-Shady	81	65,590	73,300	10.1
Days Creek Bridge	54	6,620	11,105	67.5
"C" St.-McKenzie Hwy.	71	28,936	49,500	71.1

Please take immediate steps to see that future charges are held to an absolute minimum, and provide this office with an explanation of the reasons for the excessive overruns.

B. D. Morgan
Construction Engineer

BAP:dc
cc: Lloyd P. Shaw

RECEIVED
AUG 25 1964
FOR FILING

August 24, 1964

Mr. Warne Nunn
Executive Assistant
Executive Department
State Capitol
Salem, Oregon 97310

Dear Mr. Nunn:

Attached is a draft of a letter for the Governor's consideration to Mr. Durnin Swingley of Hays Creek.

It would have been possible to move the weighing station slightly onto other of Mr. Swingley's property. For some reason, this was not acceptable to him. During the construction period, Mr. Swingley sold out and the new scale operator apparently desired a different location. It is not known whether the new operator would or would not have moved regardless of the highway reconstruction; however, this is something over which we have no control. I am advised that at no time did the highway construction shut down the weighing operation.

If anything further is needed, please let me know.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment
cc R. L. Porter
Victor D. Wolfe

RLP:ms bbc

SUGGESTED REPLY FOR THE GOVERNOR'S CONSIDERATION
August 24, 1964

Mr. Durnin L. Swingley
Post Office Box 73
Days Creek, Oregon

Dear Mr. Swingley:

Thank you for your recent letter concerning your problems in connection with the highway improvement at Days Creek.

Investigation of the matter fails to support your thinking that there is any politically motivated effort in connection with the problem. The bridge was located in a position that the Highway Commission feels is proper and you may be assured that the Commission has no malicious intention relative to your operations. I am further advised that your lessee, who operated the weighing station, did not need to relocate his business because of the highway construction. There is evidence that the operation continued during the road work and that it could have been moved to another nearby location on your property.

I regret that you have not been able to amicably settle your problem with the Highway Department, but I know that if you or your attorney would care to discuss the matter, members of the Department are available and will do everything they can to arrive at a settlement that will be in the public interest.

RLP:ms bbc

FORM E-30 SOM 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 14, 1964

SUBJECT: Swingley Scale
Days Creek Bridge
Contract #6352

To: Mr. R. L. Porter
Deputy State Highway Engineer
Salem, Oregon

A few days ago you called and asked for a report as the result of the complaints of the operator of the private Days Creek log weighing and "legalizing" installation at the easterly end of our new bridge.

You will note from the enclosed clipping, taken from the News Review of August 7, 1964, that Mr. Swingley was not the owner of the installation and that Melvin Welch, the previous owner, has sold the scale to other parties and it has since been moved away from the area.

It was Mr. Swingley's practice to weigh loaded log trucks, which had come down the Tiller Trail Highway, for the haulers. His revenue from this business evidently was the logs which caused any overload and which were removed and left with him at that point. Logs accummulated here for months at a time before Mr. Swingley had them hauled away and sold to nearby mills.

Our highway revision took a part of the property, which was leased from the owner of the scales, and shortly after the actual construction of the bridge started the operator ceased to attend the scales himself. However, during the time that he was gone there were numerous loads weighed by the truck drivers themselves and Mr. Chidsey, in charge of the project, reports that they had no difficulty in getting in and out of the installation. We have no way of knowing actually what, if any, the operator lost in the way of revenue but there was no difficulty getting in and out and there was adequate storage for logs. They were stored a month or so at a time before they had to be removed and apparently we have done the man no actual damage.

Pictures of the area involved and taken by Mr. Chidsey, the Resident Bridge Engineer, are attached together with a copy of his report to myself.

L. R. Chandler
Division Engineer

LRC:dlh
attachs.
cc: James Chidsey

RECEIVED
OCT 1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—5-62 43909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 10, 1964

SUBJECT: Swingley Scale
Days Creek Bridge
Contract No. 6352
Prefix: 110-1091

To:
Mr. L. R. Chandler
Division Engineer
Roseburg, Oregon

ATTN: Mr. Carl Williams
Asst. Division Engineer

In accordance with your request of Friday, August 7, I went up to the project an took the attached four pictures showing the access from the scale to the highway on the above project.

Picture 1 is a generla view from across the highway showing the approach to the highway.

Picture 2 is a side shot of the approach showing some of the profile of the approach. While this is not the most weal graded approach, it is adequate for logging trucks starting from a dead stop and pulling onto the highway.

Picture 3 is a close-up of the approach again showing some of the irregularity in profile, but further pointing out the useability of this approach. The board laying accross the approach was measured to be 14'-0" and was placed there by me to show the width of the approach. As can be seen, the approach is wide enough for and log truck to use.

Picture 4 is a view of the approach taken from the center of the end of the scale platform. Again the useability of the approach can be seen.

No pictures were taken of the access approach to the scale since we have done nothing to this area.

It might be pointed out that after our contractor started doing the grading work necessary, the scale was no longer operated by the owner. However, logging truck operators pulled into the scale and weighed their own loads. None of these ever experienced any difficulty in leaving the scale area.

Upon completion of a days work, the contractor was instructed to smooth out this approach and leave it in a useable condition, and these instructions were enforced by my inspector on the job.

If you require any further information regarding this, please call on me.

JAMES E. CHIDSEY
Resident Bridge Engineer

Attach

JEC/cj

Scale And Loading Equipment Changes Hands At Days Creek

By MRS. DURNIN SWINGLEY

Melvin Welch of Days Creek reports the sale of his scales and loader from his former log truck weighing operation at Days Creek to Albert V. Pontius of Milo and Johnnie Ott of Days Creek. The latter two plan to move the equipment to Tiller to operate in conjunction with Ott's service station there. The weighing business was originally started in April, 1956, by Leonard Clifton of Canyonville on the Durnin Swingley property just west of the stores. Welch purchased it from Clifton two years ago and operated it until March of this year. With the building of a new highway bridge crossing the creek upstream from the old one, the State Highway Department took and from the west end of the scales area shortening it so there was no longer room to operate. Welch removed the last of the accumulated logs over the weekend preparatory to removal of the equipment to its new location in the immediate future.

Former Resident Injured

A kick in the face by his horse at a rodeo put Timothy Fuller, 14, formerly of Days Creek in a Spokane hospital for emergency treatment and sur- Timmy, son of Mr. and Warren Fuller, now of ston, Wash., was finishing a calf in the junior rodeo six miles out of Spokane is horse bec[illegible] the rope a[illegible] off. The hi[illegible] later serving as athletic coach until three years ago. He is now athletic director for the Hermiston schools and in summer serves as the city recreation manager.

PINE DRIVE IN THEATRE
TONIGHT & SATURDAY
ROCK HUDSON
and PAULA PRENTISS in
Man's Favorite Sport
in COLOR plus
Man in the Middle
ROBT. MITCHUM
FRANCE NUYEN

Clover Leaf Drive-In
1 mile West of Sutherlin
Tonight thru Saturday
"THE WONDERFUL WORLD OF THE BROTHERS GRIMM"
plus
"THE COMEDY OF TERRORS"
Vincent Price
Peter Lorre
Boris Karloff

R L Poster

Pictures and report soon. C.

Governor Hatfield Aug. 1st 1964

Dear Sir;

I am a world war two E.T.O. for both U.S. I am 53 yrs. old with a 100 acre small farm and no pension. I have a family. To supplement my farm income I had an area along the State Highway here at Days Creek to weigh and legal log trucks. I was receiving $1100.00 a yr. for it. The State Highway condemned a strip of land on the end of my leased area and built a ridiculous $60,000 bridge. Days Creek needed a new bridge but over the last 100 yr. the bridge has been moved up stream four times. By putting it down stream the curve would have been eliminated. Everybody says it is

just plain dirty politics. The weight station legalized the trucks and made it almost impossible for the state weigh stations to collect any fines. My income is gone the weigh station has been sold and is being moved. For the last year I have tried to get the state highway department the bridge demolished on property they all ready own and in only a position that would do away with the curve. One of the bridge engineers says that the weight station was a factor to the highway department anyway. I am a republican and worry about the position of private enterprise these days. I put my problem in the hands of a lawyer but nothing happens. I realize and

3)

the whole county knows what happened here at Days Creek and I don't intend to take it laying down. I will find somebody that will help me get it straightened out. I would appreciate it if you as Governor would right a wrong that has been created by the State Highway Department.

Sincerely yours

Durwin Smiley

(Box 73, Days Creek, Oreg)

RECEIVED
DEC 19 1963
FOR FILING

November 1, 1963

Stach Construction Company
P. O. Box 730
Grants Pass, Oregon

Gentlemen:

The State Highway Commission on October 10 accepted your proposal for structure, grading and paving on Days Creek Bridge Section of Tiller-Trail Highway in Douglas County for the sum of $82,413.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

The State Highway Engineer is awarding the project to you today contingent upon you signing a price agreement covering plan revisions. This project has been assigned Contract No. 6352.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Pac. Bldr. & Engineer, Inc., Seattle, Wn.
Daily Journal of Commerce, Seattle, Wn.
Daily Journal of Commerce, Portland, Ore.

Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

fkn

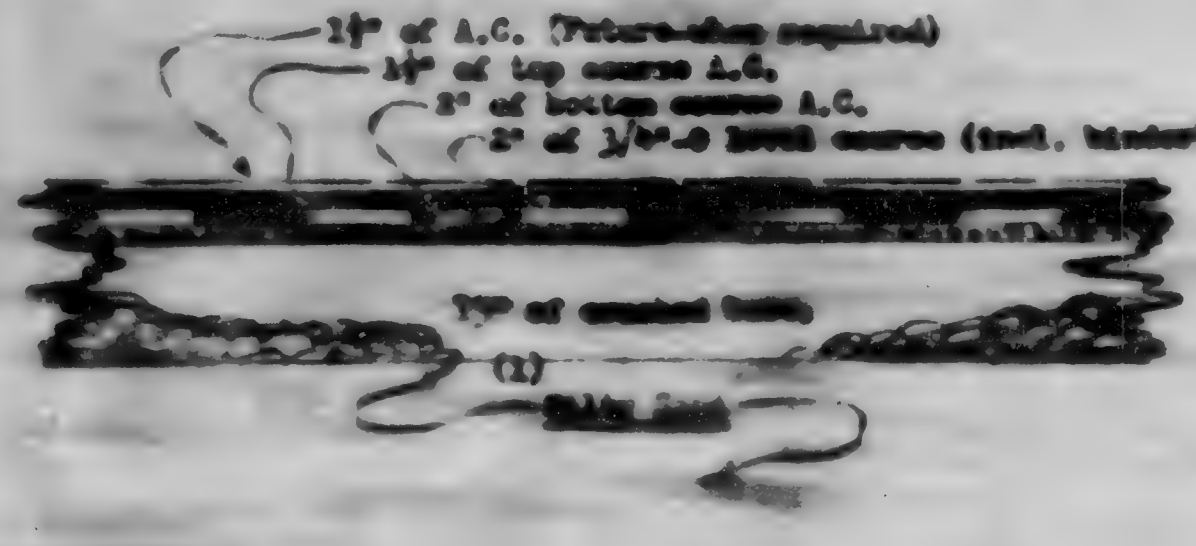
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Division Baker - John Boldon — Highway TILLER TRAIL (EA 234) — County DOUGLAS

Proj. Engr. D. R. JACKSON — Length of Project 0.2 miles. — Sta. 390+ — to Sta. 401+50±

RECEIVED JUL 17 1968 FOR FILING

TYPICAL SECTIONS Traffic Classif. - VERY HEAVY (HEAVY [illegible])


2½" of A.C. (Prime-coat required)
2½" of top course A.C.
3" of bottom course A.C.
3" of 3/4"-0 Dense course (Incl. Binder)
7½" of crushed rock
(1)
Subgrade

(1)

Typical Soil

23	% Passing #10
9	% Passing #40
42	% Passing #200 (Wash Anal.)
17	% Gravel
25	% Coarse Sand
26	% Fine Sand
27	% Silt
15	% Clay
24	"R" Value (Corrected)

AASHO CLASSIF. - A - 4 (2)

Proj.	10	1996
Date	6-18	68

Required Depth Red.	Depth Red.	Proj.		
5	5	5.5	5.5	5½ A.C. Level or Base
			2	2 CONSIST
			13	13½ A.C.
			10	10 FUTURE TOTAL

PROPOSED MATERIAL SOURCES

Location	Mile No.	S.G.	Type of Material	Plas. Index	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for:
Suitable material source to be determined by the Engineer.											

NOTED
LLOYD P. SHAW

B.P.R.

cc [illegible] State Highway Engineer
Construction Engineer
[illegible] Engineer
[illegible] Materials
[illegible] Engineer
[illegible] Engineer
Office Engr.
[illegible]
[illegible]

Submitted by [illegible]
Recommended [illegible]
Recommended [illegible]

PAVEMENT TYPE SELECTION

DAYS CREEK BRIDGE SECTION
TILLER TRAIL HIGHWAY
DOUGLAS COUNTY
Prefix 110-1436

Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY Present ADT 1100 1980 ADT 2100 % Heavy Vehicles 15%
   (NOTE: Increase classification one step for heavy logging use) (HEAVY LOGGING)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration _____ Annual Rainfall 90"±

4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: when constructed to present OSHD surfacing standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

1. Adjacent Existing Pavements: A.C. or Oil

2. Stage Construction: No problem

3. Depressed, Surface, or Elevated Design: Surface

4. Conservation of Aggregates: No problem

5. Stimulation of Competition: Not appropriate

6. Construction Consideration: No problem

7. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not appropriate

8. Traffic Safety: No problem

9. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4 and 6, an A.C. wearing surface has been selected.

RECEIVED
OCT 8 1963
FOR FILING

October 8, 1963

Mr. Glenn L. Jackson, Chairman
Oregon State Highway Commission
c/o Pacific Power and Light Company
Medford, Oregon

Dear Mr. Jackson:

Under the circumstances, I think it might be well if you would answer Mr. and Mrs. Swingley. A proposed draft is attached for your consideration. I do not know the specific reason for the dissatisfaction of these people. They seem to think that the State is attempting to put their truck scale out of business and ruin their water supply. Nothing could be farther from the fact.

Their truck scale is not affected; they have a considerable holding of second-grade pasture land with ample room for future expansion. The construction of the highway will be such that no surface drainage from our facility will get anywhere near their wells.

The Swingleys apparently feel that their knowledge of highway location is superior to ours and that a better location could be found than the one selected. I am sure that anything further will simply add to the controversy and will not in any way convince Mr. and Mrs. Swingley that their approach and attitude is not the proper one.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc R. L. Porter
Victor D. Wolfe

RLP:ms bbc
L. P. Shaw
F. D. Morgan
L. R. Chandler

RECEIVED
OCT 8 1963
FOR FILING

October 8, 1963

Mr. and Mrs. Darwin Swingley
Days Creek
Oregon

Dear Mr. and Mrs. Swingley:

Reference is made to Mrs. Swingley's letter of September 24 addressed to me, and to Mrs. Swingley's letter of the same date addressed to Secretary of State Howell Appling. Both letters concern the plans to construct a new bridge across Days Creek in your community.

The proposed site for this structure was chosen after careful consideration of all factors involved. It appears that any location downstream is not as economical and, in effect, will not produce as good alignment as the one decided upon. While I do not have complete personal knowledge of the situation, I am advised that the proposed acquisition of a portion of your property should not interfere with or seriously hamper your truck scale operation. I am further advised that any surface water on the highway roadbed will be some distance from your water supply and will be carried in a manner so as to cause no contamination.

The use of the portable scales by the State's weighmasters in your area are for the purpose of preventing overloads and damage to public highways. They are not intended to compete with private enterprise and are used on a temporary basis only, to the extent that proper overweight policing is necessary. It is the Highway Department's obligation to provide the best road facility that is economically possible and you may be assured that we have no intention to disrupt you or your business interest to any greater extent than is absolutely necessary.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Victor D. Wolfe
Lloyd P. Shaw
F. D. Morgan
L. R. Chandler

RLP:ms bbc

SUGGESTED REPLY FOR MR. JACKSON'S CONSIDERATION
October 8, 1963

Mr. and Mrs. Burnin Swingley
Days Creek
Oregon

Dear Mr. and Mrs. Swingley:

Reference is made to your September 24 letter relative to the proposed Days Creek project that involves a portion of your property.

The Highway Commission has advertised for bids on this proposed project; however, the contract will not be awarded until the right-of-way negotiation is completed or a proper condemnation action is filed.

In checking with State Highway Engineer Forrest Cooper, I understand that he has recently communicated with you on this subject and unless you have further question, there is probably nothing more that I could add.

cc R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. R. Chandler

RLP:ms bbc

Days Creek, Oregon
September 24, 1963

Mr. Howell Appling
Secretary of State
Salem, Oregon

Dear Sir:

At Days Creek, Oregon, on Highway 227 we are going to have a new bridge constructed across Days Creek. The contract is to be let October 8. We,as a community should be, are interested in its proper location. At the present time the State Highway Department plans are to construct it in such a position as to give the least possible benefit to the road. In sodoing, they will put out of business a log truck weight legalizing and re-load set-up that I have on my property, and also will endanger my water supply development by building a road and bridge within a few feet of it.

Without these privately owned scales the truckers are constantly paying heavy overload fines. To force matters the State Highway is threatening to construct state operated scales right within the narrow restrictions of Days Creek proper. We think that the State Highway Department is very much out of order.

In past years the bridge has been moved upstream twice. By moving the bridge downstream at this time the road would benefit by better alignment with the curve. And the State has title to the right-of-way downstream.

We have a petition drawn up and it is being signed by many. We would appreciate it if you would investigate this action by the Highway Department and advise us as to what our next move should be.

Sincerely yours,

Durnin Swingley

Durnin Swingley

cc: Forest Cooper, State Highway Dept.
Glenn L. Jackson, Chairman, State Highway Comm.

Days Creek, Oregon
September 24, 1963

Mr. & Mrs. Dennis Swingley
Box 73
Days Creek, Oregon

Mr. Forest Cooper, Chief Engineer
State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Since the State Highway Department of Roseburg started surveying in April for a new bridge site at Days Creek we have had a constant string of visitors from the Department in a seemingly well-planned campaign of harassment to get us to "give away" a portion of our land for the site.

Included in their proposed purchase is closure of a privately operated platform type log truck scales, which provides the entire income for the operator and a rental income to us. Also, their right-of-way flag is about two feet from the cover of our dug well, which has a reservoir of 1500-gallons. Over the bank from this well is another 1500-gallon tank where we developed a water supply from a spring. We are in the process of developing a small trailer court, and, although we're not ready yet with the required wash-rooms, we have already served four large trailers at one time, and a proper water supply is a "must".

This proposed site is upstream on Days Creek or to the east of the present structure. Downstream to the west is ample room for a bridge, which would eliminate some of the hazards of the figure-S of the present bridge and of the proposed up-stream new one in relation to the curve to the west. The State Highway Department owns the downstream area.

We've been told the up-stream site would make possible a shorter span than down-stream (it's to be 10 feet longer than the present one). We have asked what's wrong with the site the Department owns. No answer. We twice asked how long a span would need to be ther. We were told they didn't know!

Two recent incidents have happened that substantiate the claim of truckers and local residents that the Department is "after the scales". At his regular inspection time the state scale inspector wasn't going to check these scales! Then last week another Department car had the local highway maintenance head help measure the triangle by the stores and Post Office where the upper Days Creek road joins Highway 227, and the order was given to take out the posts

RECEIVED
SEP 26 1963
OREGON
STATE HIGHWAY COMMISSION

surrounding the triangle and to black-top the area for state scales. This would catch the trucks just before they reached the private scales. And back up traffic on a narrow two-lane road in the middle of the community!

Is the State Highway Department interested in protecting our highways from overloads, or is it after revenue from the high fines assessed against overloaded trucks?

Are the rights and privileges of the individual in Oregon so scorned by a state department that a campaign of harassment be carried on month after month at considerable expense of cars and personnel (they have come in ones, twos, and threes, all for the purpose of obtaining one particular bridge site. When the community believes the department's own site is better? What is your Roseburg office really trying to do, stir up a hornets nest in South Douglas County. Or wouldn't they rather smooth out a curvey section so we won't lose another life as we did when three teenagers failed to make the turn onto the bridge last year?

Mr. Cooper, would you do us the favor of straightening out this matter for us and our community? We have tried our best to persuade the Roseburg men to use the better route, but here we sit five and a half months later still under the threat of losing our precious water supply, as well as the scales income to both families. Or should we ask for a full-fledged public investigation?

Yours sincerely,

Evelyn Raymond Swingley

(Mrs. Durnin Swingley)

cc: Glenn L. Jackson, Chairman, State Highway Commission
Howell Appling, Secretary of State

RECEIVED
SEP 26 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Days Creek, Oregon
September 24, 1963

Mr. Howell Appling
Secretary of State
Salem, Oregon

Dear Sir:

At Days Creek, Oregon, on Highway 227 we are going to have a new bridge constructed across Days Creek. The contract is to be let October 8. We,as a community should be, are interested in its proper location. At the present time the State Highway Department plans are to construct it in such a position as to give the least possible benefit to the road. In sodoing, they will put out of business a log truck weight legalizing and re-load set-up that I have on my property, and also will endanger my water supply development by building a road and bridge within a few feet of it.

Without these privately owned scales the truckers are constantly paying heavy overload fines. To force matters the State Highway is threatening to construct state operated scales right within the narrow restrictions of Days Creek proper. We think that the State Highway Department is very much out of order.

In past years the bridge has been moved upstream twice. By moving the bridge downstream at this time the road would benefit by better alignment with the curve. And the State has title to the right-of-way downstream.

We have a petition drawn up and it is being signed by many. We would appreciate it if you would investigate this action by the Highway Department and advise us as to what our next move should be.

Sincerely yours,

Durnin Swingley

Durnin Swingley

cc: Forest Cooper, State Highway Dept.
Glenn L. Jackson, Chairman, State Highway Comm.

RECEIVED
MAY 31 1963
FOR FILING

LIN-167
[illegible]

May 29, 1963

Mr. Darwin Swingley
Box 73
Days Creek, Oregon

Dear Mr. Swingley:

Reference is made to your letter of April 16 in which you have described a number of problems which are involved with the proposed reconstruction of the Days Creek bridge. The matters you mentioned were referred to our construction and right of way divisions for additional information.

After due consideration, it is our opinion that the selection of the bridge location as planned would be in the best interest of the public. This will require that additional right of way be acquired from your lands which are adjacent to the existing highway. Please be assured that our attention is directed toward the least possible damage to your property, still maintaining our responsibilities to the public as a whole.

From our design studies to date, we believe that the springs and water pumping system you mention can be adequately protected from the project construction.

I realize that the decision is important to you, and we would be pleased if we could furnish further information as the project progresses.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan

GCW:wb: ajw

PLEASE RETURN TO
LLOYD P. SHAW

Forrest Cooper

Box 73
Days Creek, Oregon
April 16, 1963

S-A-W

State Highway Department
Salem, Oregon

Dear Sirs:

We would like to know your procedure in obtaining the right-of-way for the proposed relocation of the Days Creek bridge at Days Creek.

From the actions and the talk of the surveyors and other highway personnel, the plan is to take another cut off the corner of my property. In that corner of my property I have developed a spring and a well, a good water supply, that is furnishing water to three families at present and has more potential. I fear that its structure would be impaired if the highway came any closer.

Also, we have had for the past eight years a log truck weighing and scaling business in that corner of my property. Because of the nature of its structure and the area required for the movement of the loaded trucks and the exact position of the shovel reloader, we can not spare even a foot of space without damaging the operation of the business. And the business is not a small business as the books for the past eight years will show.

The present location of the bridge is on a portion of this property purchased from Mr. and Mrs. W. H. Raymond negotiated years ago. At that time the relocation presented no obstacle or infringements. But, resulting from that action, you already own property that leaves the old site of the bridge as a far better location for the future bridge. It's a location without obstacles and a location that will give a better result in straightening the road.

I have made this quite lengthy because it is quite important to me. Importance that is measured in hours of labor, dollar expense and future benefits that would be hard to measure.

Sincerely yours,

Durnin Swingley

Durnin Swingley

Copy to State Highway Dept.
Roseburg, Oregon

RECEIVED
MAR 26 1963
FOR FILING

LOCATION PROSPECTUS
DAYS CREEK BRIDGE SECTION
TILLER-TRAIL HIGHWAY
DOUGLAS COUNTY
PREFIX NO. 110-1486

The following prospectus is submitted concerning the above-mentioned section of the Tiller-Trail Highway which is a State Secondary Facility on the Federal-aid Secondary System. The westerly terminus is at M.P. 10.54, Station 390+00, which point is approximately 360 feet westerly of the bridge over Days Creek. The easterly terminus is at M.P. 10.75, Station 401+50, easterly of the existing bridge. The overall length is 0.2 mile.

This will be a location survey to prepare plans, specifications and estimates for the reconstruction of the Days Creek Bridge and the grading and paving of the proposed approaches. There are no towns affected by this project.

The proposed structure will be in approximately the same location as the existing structure; however, an attempt will be made to provide better approach alignment within the existing right of way limits. Soils investigations will be made for both bridge footings and approach embankments. There are no drainage problems other than routing studies to provide for adequate waterway for Days Creek. An economic analysis is not necessary.

The existing 1962 ADT is 1,100 and the projected 1982 ADT is 2,050. Traffic and alignment warrant a Class "B" highway with maximum grade and curvature of 5 per cent and 8 degrees respectively. The typical section for approaches will be two 12-foot travel lanes with 8-foot shoulders. The shoulders will be treated full width with a minimum of 1-1/2 inches of asphaltic concrete. The proposed structure will have a horizontal clearance of 30 feet. Deviations from State and Federal standards are not anticipated.

NOTED
R. L. COOPER
REPORTER

Rise and fall and central angle data will be determined during the survey. This project does not warrant ties to the Lambert grid system.

This will be a controlled access project with access permitted to the pavement limited as to location, width and unrestricted as to land use. There are no railroad crossings.

The tentative base design for construction is:

Paving	3-1/2" AC
Top Course Base	2 " Level
Bottom Course Base	13-1/2" Coarse Base
Total Depth	19 "

(Base design is subject to change upon completion of soils investigation.)

Materials are available from commercial sources.

Agreements with Douglas County will not be required. Routine utility adjustments will be negotiated.

There are no State parks or roadside rest areas affected by this project.

March 19, 1963
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
L. R. Chandler (3)
Mark Astrup
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker
I. A. DeFrance
Frank Hall (2)
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
Carl Plog
Research Division
Fred Sugnet (2)
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
MAR 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

DAYS CREEK

BEG. PROJECT
STA. 390+00

CANYONVILLE 8 mi.

END PROJECT
STA. 401+60

CREEK

SOUTH

DAYS

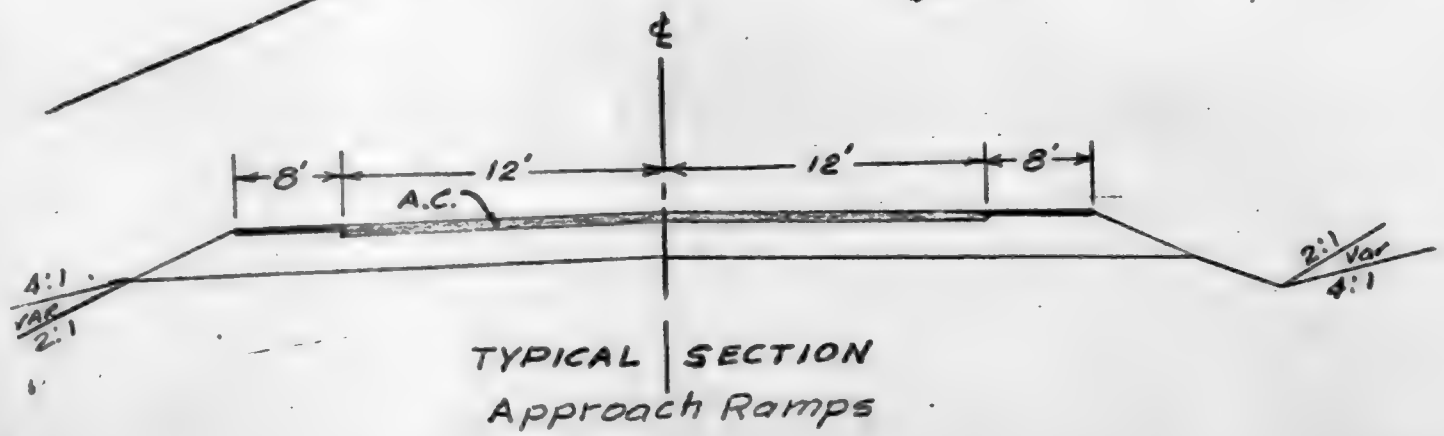
UMPQUA

School Dist. No. 15

SW. 1/4 S. 10; T. 30 S., R. 4 W., W.M.

TILLER 15 mi.

N



TYPICAL SECTION
Approach Ramps

PROSPECTUCS MAP

DAYS CREEK BRIDGE № 2740

TILLER-TRAIL HIGHWAY

DOUGLAS COUNTY

O.B Jackmond Res. Eng'r.

Scale 1"=400' MARCH 1963

RECEIVED
MAR 5 - 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
March 4, 1963

SUBJECT: Days Creek Bridge #2740
Tiller Trail Highway
M. P. 10.59

To:

L. R. Chandler
Division Engineer
ROSEBURG

The Days Creek Bridge No. 2740 on the Tiller Trail Secondary Highway M. P. 10.59 has been approved for reconstruction and placed on the State Construction program for contracting.

To enable the Bridge Department to design the structure, please submit a vicinity map of the area showing contours of channel, location and elevations of the existing structure and any other pertinent data. Also, advise your recommendations as to any revisions that should be made for moving the center line and grade elevations of the new structure which could be made within our right-of-way limits.

E. S. Hunter
Field Maintenance Engineer

By

H. W. Hughlett

H. W. Hughlett
State Bridge Superintendent

HWH/nf
cc. Tom Edwards
Ivan D. Merchant
F. D. Morgan

NOTED
TOM EDWARDS

RECEIVED
MAR 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

US-441(3) "Q" St.-McKenzie Hwy. Sec., Springfield Hwy., Springfield Grad., Pav. & Struct. [redacted] 1963

#6353

CIA
2341

RECEIVED
MAY - 1965
FILING

May 27, 1965

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment for $337.52 will be made to Inter-City Construction Company, on Contract No. 6353 for grading, paving and structures of the "J" Street-McKenzie Highway Section on the Springfield Highway in Lane County, as soon as the warrant is prepared.

The total amount paid on this contract will be $353,513.45, including the post-final payment. Of the total $1,427.46 is for force account work.

Very truly yours,

Secretary
REGISTRAR STATE HIGHWAY COMMISSION

gc

cc Inter-City Construction Company
3698 Franklin Blvd.
Eugene, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
MAY 14 1965

FOR FILING

6 25

May 13, 1965

The Housing Authority and
Urban Renewal Agency
300 West Fairview Drive
Springfield, Oregon 97477

Gentlemen:

Pursuant to your letter of May 4 and telephone call of May 11 to Mr. Carl Nelson of our Department, we are attaching a breakdown of the cost figures for the City of Springfield's share of grading and paving the "G" Street-McKenzie Highway Project (2nd and 3rd Streets couplet) and installation of traffic signals at 2nd and 3rd Streets and Centennial Boulevard.

It is anticipated that in addition to the cost breakdown shown, Railroad bills amounting to approximately $6,000 will be added to the cost of this project. We have received to date billings from the S.P.R.R. amounting to $3,300 for Railroad protection and inspection. These billings are presently being audited. We have anticipated costs of $2,700 for relocation of the R.R. signals at Centennial Boulevard; however, billings for this work have not been received to date. The cost breakdown as to responsibility for the Railroad billings will be determined upon the final audit.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Attachment

cc: Mr. Frank Smiley
City Manager
City of Springfield

Mr. Forrest Cooper
Mr. R. L. Porter
Mr. L. H. Young

CRN:bb srb

"Q" STREET-McKENZIE HIGHWAY SECTION OF THE SPRINGFIELD HIGHWAY

City of Springfield Costs Based on Final Contract Payments

to Inter-City Construction Co., Eugene, Oregon

Bid Item No.	Item		Unit Price	Amount
1.	Clearing and Grubbing	55.08%		$ 5,508.00
2.	Drainage Excavation, Unclass.	1,625.4 cu.yds.	$ 3.00	4,876.20
3.	General Excavation, Unclass.	12,893 cu.yds.	1.00	12,893.00
4.	Short Overhaul	56,743.54 yd.stas.	0.02	1,134.87
5.	Long Overhaul	2,584.15 C-yd.stas.	0.50	1,292.08
6.	Finishing Roadbed and Slopes	55.08%		1,377.00
8.	8-inch Sewer Pipe	690.5 lin.ft.	1.82	1,256.71
10.	12-inch Sewer Pipe	2,174.5 lin.ft.	3.00	6,523.50
11.	15-inch Sewer Pipe	3,747.5 lin.ft.	4.00	14,990.00
17.	Concrete Inlets, Type D	8 only	100.00	800.00
19.	Concrete Inlets, Type CG-1	35 only	100.00	3,500.00
20.	Concrete Manholes	11 only	110.00	1,210.00
21.	Adjustment of Manholes	4 only	50.00	200.00
22.	Reconstruction of Manholes	1 only	75.00	75.00
23.	Concrete Curbs and Gutters	598.05 cu.yds.	36.00	21,529.80
24.	Concrete Walks and Driveways	208.07 sq.yds.	4.50	936.31
26.	Coarse Crushed Material in Base	25,481.97 tons	1.30	33,126.56
27.	3/4" - 0 Material in Base	2,573.13 tons	1.40	3,602.38
28.	Sprinkling	137.2 M-gals.	5.00	686.00
29.	Preparation of Base	55.08%		495.72
30.	3/4" - 0 Material in Binder Course	170.34 cu.yds.	4.50	766.53
31.	RC-250 Asphalt	16.8 tons	40.00	672.00
32.	Class "B" Asphaltic Concrete	4,784.6 tons	5.90	28,229.14

Bid Item No.	Item		Unit Price	Amount
PA 2	1-1/2" Metal Electrical Conduit	341 lin.ft.	$ 2.00	$ 682.00
PA 3	SS-K Liquid Asphalt	13.178 ton	40.00	527.12
EWO 1	Flagging	42%	924.75	388.40
EWO 2	Adjust Manholes & Catch Basins	60%	502.71	301.63
SFO 1 & 5	Project Signs & Temp. Barricades	42%	260.64	109.47
SFO 6	Permanent Signs	42%	2,566.46	1,077.91
				$148,767.33
	Construction Engineering	42%	56,857.46	23,880.13
				$172,647.46
				40%
	City of Springfield Share			$ 69,058.98

2nd and 3rd Streets and Centennial Blvd. (Springfield) Traffic Signals
Contractor: C. H. Morris Electric Co.

	Item	Unit	Amount
1.	Traffic Signal Installation	100%	$ 21,262.00
PA 1	R.R. Insurance		250.00
			$ 21,512.00
	Construction Engineering		1,875.58
			$ 23,387.58
	City of Springfield Share	50%	$ 11,693.79

SUMMARY

Contract	Project	Total Cost	City Share
6353	"Q" St.-McKenzie Hwy., G-P-Strs.	$412,955.49	$ 69,058.98
6440	2nd-3rd Sts. & Centennial Blvd., Tr. Sigs.	23,387.58	11,693.79
	Total Cost to City of Springfield as of 4-30-65		$ 80,752.77

Additional costs for Railroad protection, inspection and relocation of R.R. signals at an estimated cost of $6,000 will be charged to these projects upon receipt of these bills from the SPRR and the audit of these bills are completed. This additional cost will be the responsibility of the State, Contractor and City. The share of each agency will be determined by the final audit.

ADMINISTRATIVE 746-2234
RENTAL MANAGEMENT 746-8125

The Housing Authority and Urban Renewal Agency
of
Lane County, Oregon

300 WEST FAIRVIEW DRIVE
SPRINGFIELD, OREGON - 97477

May 4, 1965

REFERRED TO
KLABOE
Please Handle

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Building
Center and Capitol Streets
Salem, Oregon 97310

Attention: Rod Porter
Deputy Engineer

Gentlemen:

You may, or may not, be aware that our Agency has been carrying out an Urban Renewal Program for the City of Springfield since 1957. We are now in the process of closing out this project which comprises 150 acres lying between Mill Street, Fifth Street, the north city limits and one-half block south of "F" Street in Springfield.

The cost of financing the project is based on a one-third, two-third share. One-third of the cost is borne by the City of Springfield and two-thirds by the Federal Government under an urban renewal grant. The city's one-third share is made up of cash and non-cash credits. The non-cash credits are composed of public improvements installed by various public agencies. Part of these credits are for the construction of the Second and Third Street Couplet lying within the project area.

We can only receive credit for those funds which are state and city funds. No federal funds are eligible. Forty percent of the cost of the Second and Third Street Couplets are picked-up by the city. Of this forty percent, $14,000 is for the purchase of right-of-way and the remaining amount is for construction costs. The city's original estimate, including the right -of-way, was $105,928. Based on the estimate of the car count, which was computed earlier in the project, a 16.9 % benefit to the project area has been determined as the amount creditable to the city.

The construction work within the Urban Renewal area has been completed for quite some time. The city, however, has been unable to prepare their documentation which accompanies the non-cash grant-in-aid certificate which is required by the Housing and Home Finance Agency in order to close out our program. On the basis of our original estimate the city would receive $17,901

in credits.

It is quite important to us, since we are now in the process of a final audit, that the city have the necessary information from your department. We would certainly appreciate your cooperation in providing the city engineering staff with the information relative to construction costs within the Urban Renewal area. It is my understanding that the city manager has been in contact with your office in this regard. We are only hoping that our explanation of the above will impress upon you the urgency of this matter.

Your cooperation will be greatly appreciated.

Sincerely yours,

Leland R. Anderson

Leland R. Anderson
Executive Director

LRA:pc
cc: Frank Smiley
City Manager

RECEIVED
MAY 5 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 9 - 1965
FOR FILING
6353

March 9, 1965

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On February 26, 1965, we wrote to you concerning release of final payment on Contract No. 6353 awarded to Inter-City Construction Company for grading, paving, and structures on the "Q" Street-McKenzie Highway Section of the Springfield Highway in Lane County.

Final payment on this contract is $10,676.70 and the total contract amount is $353,180.93, including $1,427.46 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Inter-City Construction Company
3698 Franklin Boulevard
Eugene, Oregon

C H. Maison
Attn: John Herr

FORM E-123X 50M 8-62
RECEIVED
MAR 8 - 1965
COMMISSION OFFICE

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 5, 1965

Inter-City Construction Company
3648 Franklin Boulevard
Eugene, Oregon

Gentlemen:

Final payment on contract No. 6353 has been withheld pending receipt of the Southern Pacific Railroad Company's bill. In order to expedite your final voucher, we intend to withhold $500.00 as the estimated protection cost and release the balance. If the final railroad costs exceed the amount retained, we will bill you for the excess. If the railroad costs are less than the amount retained, we will release the balance.

If this procedure is agreeable to your company, sign and return the attached letter and voucher. A copy of this letter is enclosed for your records.

Very truly yours,

C. H. Maison
Controller

By:
V. E. Skoog
Assistant Controller

VES:jc

Attachment

Approved: _____
Authorized Representative

cc: Clare Palmer
General Files

RECEIVED
FEB 26 1965
FOR FILING

February 25, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed October 27, 1964 on Contract No. 6353. The contract was with Inter-City Construction Company and was for grading, paving and structures on the "Q" Street-McKenzie Highway Section of the Springfield Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 25, 1965, and that you concur in this procedure at the Commission meeting on March 11.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

LPS:bjs

RECEIVED
MAR 10 1965
FOR FILING

January 27, 1961

Inter-City Construction Company
3696 Franklin Boulevard
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 27, 1965, considered your request for 20 additional workdays to complete Contract No. 6353 for grading, paving and structures on the "L" Street-McKenzie Highway section of the Springfield Secondary Highway in Lane County.

After considering the recommendation of the Engineer and other available information, the Commission granted you four additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: L. A. Chandler
C. C. Gail
Frank Morgan
L. H. Young
C. H. Haisen
Bureau of Public Roads

Form CD-121
(11-63)
(Prescribed by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 16, 1964

In reply refer to: 08-35.DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SHAW

SUBJECT: Oregon US-441(3)
"Q" Street-McKenzie Highway Section
Springfield Highway

We have reviewed your findings submitted by Mr. Shaw's December 14, 1964 letter relative to contractor's request for extension of time in completing the subject project.

We concur in your recommendation for granting four work days.

ADOPTED
UNDER L. SHAW

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

December 14, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
"Q" Street-McKenzie Highway
Section
Springfield Highway
Project US-441(3)

Dear Sir:

We have received from Inter-City Construction Company, contractor on the subject project, a request for an increase of 20 workdays to complete the project.

The contractor's reasons as justification for his request are as follows:

1. Lack of area to place excavated materials. The Engineer's records show that one workday was charged when grading work was effectively halted because there was no place to put the excavated material; recommend one day be granted.

2. Delay in moving railroad signals. The Engineer's records indicate that other work available to the contractor represented at least 60 per cent of that normally possible.

3. Delay caused by excessive ground water. Water was not from water main leakage; therefore, it should have been considered by the contractor as normal when he submitted his bid on the project.

4. Delay in replacing water main by utility company. The Engineer's records show that other work available to the contractor constituted at least 60 per cent of that normally possible.

5. Delay caused by necessity of installing additional pipe and catch basins over that shown on the plans. The Engineer's records show this work was done, but it did not delay the contractor's normal operations and other work was done amounting to at least 60 per cent of that normally possible.

6. Delay caused by necessity of installing new manholes instead of reconstructing existing ones. These manholes were constructed but did not delay other work amounting to at least 60 per cent of that normally possible.

7. Delay caused by necessity for lowering manholes not indicated on plans. There was a two-day interval from the time it was determined that the manholes had to be lowered until the necessary corrective action was authorized, but other work was available amounting to at least 60 per cent of that normally possible.

8. Excavation and drainage work delayed on Second Street. Underground utilities in this area conflicted with proposed subdrainage and the Engineer directed the contractor to not work until a revised plan was developed and staked. This delay undoubtedly slowed the contractor's operations by one day and we recommend one day be granted.

9. Delay caused by contractor on an adjoining project utilizing embankment area for his operations. This delay did occur and we recommend two days be granted for conditions beyond the control of the contractor on the subject project.

10. Delay caused by equipment having to be moved back onto project when area referred to in number 9 became available. This delay is actually compensated for in number 9 and no additional time is deemed warranted.

This project was completed on October 27, 1964. It is our recommendation that the contractor be granted an extension of four workdays. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. E. Nelson
L. H. Young
L. H. Chandler

DES:fp: ajw

FORM B-30 50M 12-63 84076

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7, 1964

SUBJECT: Extension of Time
"Q" St.-McKenzie Highway
Springfield Highway
Contract No. 6353

To:
Mr. L. P. Shaw
Assistant State Highway Engineer
B U I L D I N G

Attached is a request from Inter-City Construction Company, contractor on the subject project, for an increase in the number of workdays to complete construction project. The request is for an increase from 100 to 120 workdays.

The contractor's reasons for requesting this increase are listed below followed by our findings:

1. "6-15 thru 6-18-64. General excavation was shut down because of no place to put the material." The Resident Engineer's records show that no workdays were charged on June 16, 17 and 18; however a day was charged on June 15 and the records indicate that grading work was effectively stopped because there was no waste area available to dispose of excess material. Because of this, 1 day is recommended.

2. "7-16-64 thru 8-6-64. Construction was delayed three weeks because of delay in moving S.P Railroad signals at Centennial Drive intersections." The Resident Engineer's records indicate that the progress of the project was not materially affected by this delay. Work on other locations represented at least 60 per cent of what normally could have been accomplished.

3. "7-24-64 thru 7-29-64. Excavation was delayed because of excessive water at 2nd and C Streets causing us to finally excavate below subbase and backfill with gravel." Excessive water was encountered at this location and the Engineer requested Pacific Power and Light Company to check to determine if they had any leaks in their water mains. The did investigate and found no leaks. This water, therefore, must be considered a normal condition and should have been a part of the contractor's considerations when he submitted his bid for the project.

4. "7-27-64 thru 8-11-64. Pacific Power and Light Company delayed us waiting for pipe to replace a water line at 2nd and B Streets." The Resident Engineer's records indicate that there was a delay in adjusting this water line, but other work constituted at least 60 percent of that normally possible.

5. "8-12-64 thru 8-18-64 and 9-10-64 thru 9-18-64. Extra 8-inch pipe and catch basins were installed in intersections on and Street at B, C, D and E Streets." The Resident Engineer's records show that the extra pipe and catch basins were installed between 9-10-64 and 9-18-64; however, other work was available which amounted to at least 60 per cent of that normally possible.

6. "Refer 6-13, 7-29, 8-5, 1964. We were required to construct new manholes at 3rd and F Streets, 2nd and C Streets, 3rd and B Streets, 2nd and B Streets, and 3rd and C Streets, instead of reconstruct as shown on the plans." Due to the condition of these manholes, they did have to be reconstructed, but this work did not delay other work on the project which constituted at least 60 per cent of that normally possible.

7. "8-28-64 thru 9-3-64. Three manholes on 2nd Street between Centennial and the bridge had to be lowered, necessitating restaking and adjusting." An error in the height of these manholes was discovered on August 28 and corrective action was authorized and the contractor notified on August 31 that the work could be started. This delay of two days did not materially affect the contractor's operations as other work which he was doing during this time represented at least 60 per cent of that normally possible.

8. "9-4-64 thru 9-18-64. Excavation and pipe work on 2nd Street between Main and South A was delayed." The Resident Engineer did direc t the contractor to delay the grading work in this short block in order to keep at a minimum the number of streets in an unfinished condition. Also, in this area, underground utilities caused a conflict with the planned subdrainage and the Resident Engineer directed the contractor to cease his grading operations while a revised plan was developed and staked. For this reason 1 day is justified.

9. "September 16, 1964. 3rd Street between "Q" and Centennial was opened to traffic buc Slate and Hall had to salvage some pipe along Mill Street, level and compact the slopes of their fill and place some of their excess material on Mill Street before we could resume our work." The work to be done on Mill Street had to wait until 3rd Street was reopened to traffic. When this occurred, the contractor on the Laura Street-Mohawk Road project was allowed to place excavated material from their project on the Mill Street embankment before the contractor on the subject contract. Although some other work was available, this delay undoubtedly caused at least two days delay. We recommend this 2 days be granted.

10. "Sept. 28, 1964. State and Hall notified us that they were thru and compaction tests completed on Sept. 28th. Because of former commitments we could not get our equipment moved to the project until Thursday Oct. 1." This delay is covered and explained in No. 9.

This project was completed October 27, 1964 at which time 108 workdays had been charged. This is an overrun of 8 days which at the penalty rate of $140.00 per day represents $1,120.00 in liquidated damages.

We recommend that an extension of 4 workdays be granted. This will still leave 4 penalty days in force amounting to $560.00 in liquidated damages.

This has been discussed with the Area Engineer for the Bureau of Public Roads who concurs in our recommendation.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:fp
Enc.
cc L. H. Young
L. R. Chandler

NOT--
LLOYD ,

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date September 30, 19 64

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 100 days to 120 days, within which to complete our Contract No. 6353, without the assessment of liquidated damages. The said contract is described as follows: "Q" Street-McKenzie Highway - Grade, pave and structures.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See attached.

Respectfully submitted,

INTER-CITY CONSTRUCTION CO.
Contractor

By [signature]

CONSENT OF SURETY

Date September 30, 19 64

We, United Pacific Insurance Company

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Darwin K. Alleson
Attorney-in-fact

(SEAL)

Darwin K. Alleson
Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6353 Contractor Inter-City Construction Co.

Highway Springfield

Section 'Q' Street-McKenzie Highway

Kind of Work Grading, Paving and Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows:

One day for time when grading work was stopped due to non-availability of area on which to place excavated materials. One day for time contractor was directed to stop grading while revised subdrainage plan was designed. Two days for delay caused by another contractor utilizing embankment area which effectively stopped the contractor's grading operations.

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No. 6353

Project designation US 441 (3) Federal-Aid Urban (State-Federal)

Date awarded November 7, 1963

Work started November 5, 1963

Per cent completed ~~99~~ 100 10-23-64 (Date) 27

No. of Workdays Allowed ~~100~~ 108

No. of Workdays Used 100

No. of Added Workdays Requested ~~20~~ 4

1. 6-15 thru 6-18-64. General excavation was shut down because no place to put the material. There was a conflict in contracts between ourselves and Slate and Hall. Our contract specified our placing 7562 c.y. between station 186 and station 190 plus 50 on the Eugene Springfield Highway. This turned out to be what we all later called the Mill St. plug. Our contract made no mention of this but Slate & Halls contract stated that Mill St. could not be closed until 3rd St. between "Q" and Centennial was opened to traffic which was part of our contract. On June 12th we had to shut down for a lack of a place to dump, negotiations and completing of price agreement were completed on June 18th and we started stockpiling on the West side of the fill June 19th. Delay 4 days.

2. 7-6-64 thru 8-6-64. Construction was delayed three weeks because of delay in moving S.P. Railroad signals at Centennial Drive intersections. These signals were within the grading and paving area. Continued efforts and contacts by both Mr. Gall and ourselves since early last Spring were to no avail.

3. 7-24-64 thru 7-29-64. Excavation was delayed because of excessive water at 2nd & C streets causing us to finally excavate below sub base and backfill with gravel. Delay 3 days.

4. 7-27-64 thru 8-11-64. Pacific Power & Light Co. delayed us waiting for pipe to replace a water line at 2nd & B Sts. Delay 10 days.

5. 8-12-64 thru 8-18-64 and 9-10-64 thru 9-18-64. Extra 8" pipe and catch basins were installed in intersections on and Street at B,C,D, and E Streets. This decision was made just prior to the subcontractors finishing the base rock. The staking, digging, pipe laying, and jackhammering of new holes in the man-holes caused a delay of 5 days.

6. Refer 6-13,7-29,8-5,1964. We were required to construct new manholes at 3rd & F Sts., 2nd & C Sts; 3rd & B Sts; 2nd & B Sts, and 3rd & C Sts, instead of reconstruct as shown on the plans. This caused a delay for staking, excavating, bringing our carpenters back three different times from other jobs for forming, pouring, curing, and the ordering of and manufacturing of additional rings and covers. Delay 15 days.

7. 8-28-64 thru 9-3-64. Three manholes on 2nd Street between Centennial and the bridge had to be lowered, necessitating restaking and adjusting. Delay 4 days. See order for extra work #2. Also one manhole at station 50 plus 50 on 2nd Street had to be lowered.

8. 9-4-64 thru 9-18,1964. Excavation and pipe work on 2nd Street between Main & South A was delayed. Where our plans showed 1 telephone cable and 1 water line (which were not as shown on the plans). We encountered one more telephone cable and sub conduit, a gas line and a sewer line. No one knew of these and we had to uncover them all so the engineers and utility companies could relocate them. This entailed restaking, regrading, laying additional pipe, and even the designing, forming, pouring and stripping of a special box culvert. Delay 5 days.

9. September 15,1964. 3rd Street between Q and Centennial was opened to traffic but Slate & Hall had to salvage some pipe along Mill Street, level and compact the slopes of their fill and place some of their excess material on Mill Street before we could resume our work.

10. Sept. 28, 1964 Slate & Hall notified us that they were thru and completion tests completed on Sept. 28th. Because of former committments we could not get our equipment moved to the project until Thursday Oct. 1. Are we not allowed a 10 day period to move our equipment back in after a suspension of this type? Mr. Boulene of the Division office called Friday Oct. 2nd and we informed him we were working and estimated we would have the dirt in the fill completed by the end of the 2nd week or about Oct. 19th. Allowing for tests, inspection and clean-up we feel we must have a minimum of 20 days extension to complete the contract.

FORM E-1 (REV 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: Jan. 1, 1965
SECTION: "C" St.-McKenzie Hwy.		SECTION PREFIX: 120-1002
HIGHWAY: Springfield		COUNTY: Lane
NAME OF JOB: 2nd & 3rd St. Couplet	KIND OF WORK: Grading, Paving & Structures	
CONTRACTOR: Inter-City Construction Co.	CONTRACT NUMBER: 6353	FEDERAL AID PROJECT NUMBER: US 441(3)
DATE OF CONTRACT: November 7, 1963	DATE WORK STARTED: November 5, 1963	ESTIMATED COMPLETION DATE: October 27, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK — MEN: 0 SUPERVISION:	SPECIFIED WORK DAYS: 100	WORK DAYS USED: 108
		PERCENT OF TIME ELAPSED: 108
PROJECT AUTHORIZATION: $ 406,521.15	ENGINEERING AUTHORIZATION: $ 28,920.50	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
EXCLUSIVE OF ENGINEERING: $ 377,891.65	ENGINEERING COST TO DATE: $ 55,233.46	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 363,253.80	PERCENT OF AUTHORIZATION: 190.8%	
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN: 3.57 %	DATE PROJECT WAS COMPLETED: Oct. 27, 1964	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD
100	100	100	100	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	102	1.02			1.02
MILES PARTIALLY COMPLETED	"	"			"
MILES COMPLETED	"	"			"
TOTAL ESTIMATED QUANTITIES (CONTRACT)	25,350 Cy	46,650 Ton			9,000 Ton
TOTAL QUANTITIES CORRECTED TO DATE	23,137.6 "	31,379.32			8,667.29
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	23,137.6	same			Same
AVERAGE DAILY QUANTITIES	0	0			0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	—	—			—
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Snow		
TUESDAY	"		
WEDNESDAY	"		
THURSDAY	Cloudy		
FRIDAY			
SATURDAY			

NOTED
[illegible] BOWLES

CONSTRUCTION DIVISION
RECEIVED
JAN 1 1965
NOTED
ACE
COE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Two men in office working on computations for semi-final estimate.
Expect to mail in semi-final estimate on Jan. 2, 1965.

SIGNED C. C. Hall Res. Engr.

ADDRESS 1410 Orchard St., Eugene, Ore. 97403

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
DEC 30 1964
FOR FILING

6353

December 28, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 3
January 26, 1965 meeting

Gentlemen:

The Inter-City Construction Company, the contractor on the "Q" Street-McKenzie Highway Section of the Springfield Highway in Lane County, (Contract No. 6353) has requested that the time for completing the work be extended from 100 working days to 120 working days.

The contractor bases his request on the allegations that there was a delay in moving railroad signals; that he encountered excessive ground water; that there was delay in replacing water mains; that the contract required additional pipe, catch basins, manholes and adjustment of manholes; that the design conflicted with underground utilities; that an embankment area was not accessible to him; and that he was required to move back onto the project when the embankment area did become available.

The delays in moving railroad signals, replacing water mains, and the addition of pipe, catch basins, manholes and adjustment thereof, did not affect the contractor's operation and there was other work available to him that amounted to 60 percent or more of the normal construction possible. Job records indicate that one

workday was charged when the contractor's operations were effectively halted due to lack of an area on which to place excavated materials. Excessive ground water was an existing and normal condition and should have been considered by the contractor in preparing his bid. The design conflict with underground utilities caused only a slight delay and one additional workday could be justified for this reason. The inaccessibility of the embankment area was caused by the contractor from the adjoining project being allowed to utilize a fill area prior to his contract and caused the Inter-City Construction Company two days of justifiable delay. The time required to move back onto the project is not justified because the contractor's other obligations cannot be considered a valid reason for extending this contract.

This work was completed on October 27, 1964. We recommend a four-day time extension, which will reduce liquidated damages from $1,120 to $560. This is a Federal-Aid Urban secondary project and the Bureau of Public Roads has concurred in our recommendation.

The matter will be on the agenda for your consideration at the January 26 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
L. P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
L. R. Chandler
C. H. Maison

DES:fp/RLP:ms bjs

RECEIVED
DEC 15 1964
FOR FILING

December 14, 1964

Inter-City Construction Company
3698 Franklin Blvd.
Eugene, Oregon

Dear Sir:

Final inspection has been made by the Bureau of Public Roads and State on the "Q" Street-McKenzie Highway Section of the Springfield Highway in Lane County, Contract No. 6353, FA Project BS-441(3).

The contract work has been completed to the satisfaction of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Asst. State Highway Engineer

CeTmb
cc: F. D. Morgan
L. H. Young

Forrest Cooper
R. L. Porter

RECEIVED
OCT 15 1964

477 Cottage Street, N.E.
Salem, Oregon - 97301

October 13, 1964

08-35.EC

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project US-441(3), "Q" Street-McKenzie Highway
SP&R Agreement Modification

We hereby approve the agreement as modified by the captioned railroad's letter of July 31, 1964 submitted by Mr. Preston's September 23, 1964 letter on the captioned project.

You were authorized to proceed with this work effective August 3, 1964.

Original Signed
10-15-64

LLOYD F. SHAW

FORM E-20X—50M—12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 21, 1964

SUBJECT:

To: Mr. L. R. Chandler
Division Engineer
Roseburg, Oregon

A review of last weeks construction weekly reports from your division indicate that engineering charges on the following contracts are overrunning a considerable amount:

Project	% Complete	Allowed	Engineering Used	% Over
Winchester-S. Umpqua River	[illegible]	84,342	122,360	44.7
Fairgrounds Road-Shady	[illegible]	66,340	73,000	10.1
Days Creek Bridge	[illegible]	6,626	11,105	67.5
"Q" St.-McKenzie Hwy.	[illegible]	40,930	49,300	71.1

Please take immediate steps to see that future charges are held to an absolute minimum, and provide this office with an explanation of the reasons for the excessive overruns.

F. D. Morgan
Construction Engineer

EAP:dc
cc: Lloyd P. Shaw

RECEIVED
SEP 23 1964
FOR FILING
6253

September 21, 1964

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland, Oregon, 97209

Dear Mr. Kilborn:

Reference is made to your letter of June 23, 1964, (911359/323-3 O-PD-Spr-63-10) and also to the attached letter from the State Highway Department relative to the valuation of land parcels for easements required by the State Highway Department in the construction of 2nd-3rd Street.

It is apparent that the State Highway Department's appraisal figure of $5250 is less than the $8500 noted in your June 23rd letter, and both of these figures are well beyond any price which the City of Springfield had proposed paying. We would appreciate an opportunity to discuss these valuations with representatives of the Southern Pacific Railroad Company, and I would suggest a joint meeting with myself, the appropriate State Highway officials, and whomever you wish to select for the Southern Pacific Company. We would be happy to meet with you at any location and any convenient time; however, I would suggest that an actual view of the sites in question be made at the 2nd-3rd Street project.

We will look forward to hearing from you and appreciate your cooperation in this matter.

Very truly yours,

Frank R. Smiley
City Manager

FRS:mp

cc: Mr. Rod Porter
Deputy State Highway Engineer

RECEIVED
SEP 21 1964
FOR FILING

September 18, 1964

Mr. Frank Smiley
Springfield City Manager
City Hall
Springfield, Oregon 97477

Dear Mr. Smiley:

Reference is made to the demand of the Southern Pacific Company on the City of Springfield for $8,500 for the cost of easements in connection with the 2nd-3rd Street project.

Our Right of Way Department has had the value of the easements appraised by Mr. James Rodman of Eugene, whose opinion of value is $5,250. In line with our telephone conversation of a few days ago, I would suggest that you make this counter to the railroad company and get its reaction.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Mr. Forrest Cooper
Mr. Victor D. Wolfe
Mr. Lloyd P. Shaw

3rd & Centennial St...
Southern Pacific Company

0.90

July 9, 1964

None

...was in use as part of Southern ...
Railroad right-of-way.

Part of Springfield Urban Renewal area

0.50

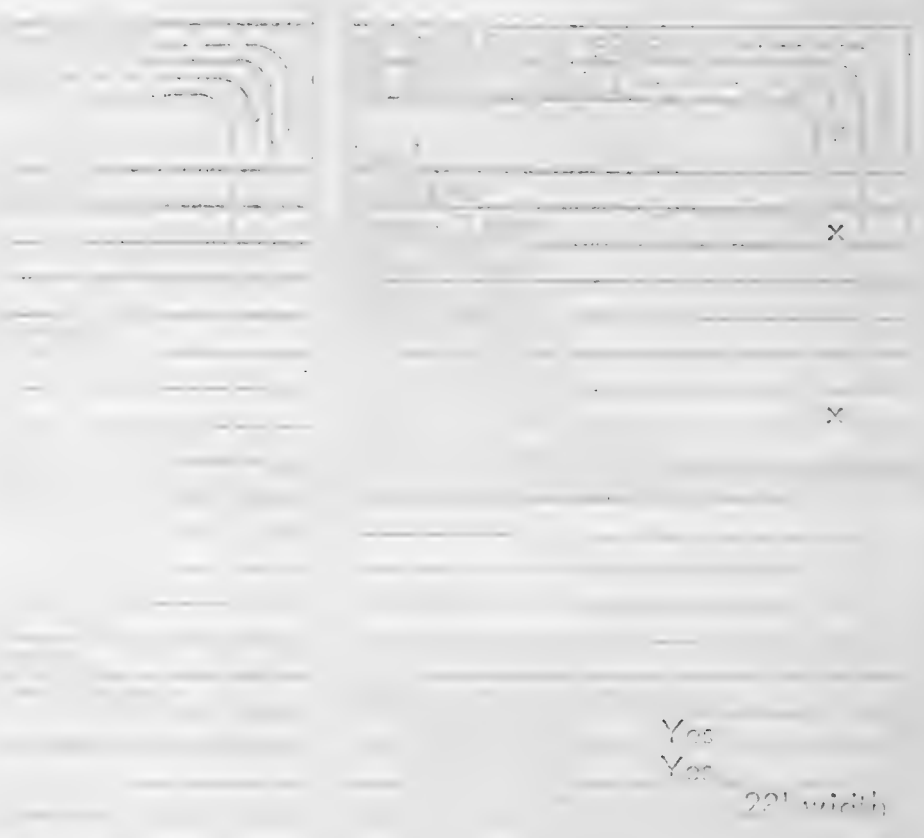
July 9, 1964

None

was in use as part of Southern Pacific
Railroad right of way.

Part of Springfield Urban Renewal Area

Valued with other Southern Pacific property


X
X
Y
Y
22' width

34 [illegible]: Mention particularly those items which [illegible] which must be considered. Mention also the items that [illegible] you have not given value. Cite particular sections of [illegible] you have considered.

Parcel 1: A narrow strip of land from 10 to 15 feet in width and [illegible] the West side of Southern Pacific railroad right of way [illegible] Boulevard between 2nd & 3rd Streets.

Parcel 2: A narrow strip of land 10 feet in width and [illegible] side of Southern Pacific right of way opposite Parcel [illegible] Both Parcel 1 and 2 are zoned R-1.

Parcel 3: A narrow strip of land from 10 to 15 feet in width [illegible] along the East side of Southern Pacific right of way between [illegible] jacent areas are zoned R-2.

---

35 Final conclusion of value of the entire property (Par. 21) _____

36 Final conclusion of value of the remainder (Par. 33) _____

37 VALUE OF THE TAKING (Par. 35 minus Par. 36) _____

38 Total value of the taking is allocated as follows:

LAND:

1 R-1	0.53 (Ac)	(Sq.Ft)	at $ 5,000.00	per Ac.	2,650.00
2 R-2	0.17 (Ac)	(Sq.Ft)	at $ 5,000.00	per Ac.	[illegible]
3 R-3	0.15 (Ac)	(Sq.Ft)	at $ 10,000.00	per Ac.	[illegible]
4 _____	(Ac)	(Sq.Ft)	at $ _____	per _____	_____
5 _____	(Ac)	(Sq.Ft)	at $ _____	per _____	_____
6 _____	(Ac)	(Sq.Ft)	at $ _____	per _____	_____ [illegible]

IMPROVEMENTS:

In Taking: _____ [illegible]

DAMAGES TO REMAINING LAND:

_____	(Ac)	(Sq.Ft)	at $ _____	per _____	_____
_____	(Ac)	(Sq.Ft)	at $ _____	per _____	_____
_____	(Ac)	(Sq.Ft)	at $ _____	per _____	_____

DAMAGES TO REMAINING OR PARTIALLY TAKEN IMPROVEMENTS:

Remaining _____ _____

Partially Taken _____ _____

DAMAGES TO LANDSCAPING:

_____ _____

_____ _____

DAMAGES DUE TO LIMITING "USE" OF ACCESS:

_____ _____

TOTAL DAMAGES

GENERAL BENEFITS:

_____ _____

NET TOTAL DAMAGES (Total damages minus benefits) _____

TOTAL FOR TAKING AND DAMAGES: _____

Add allowance for fencing if you have assumed that the owner is to fence the right of way

TOTAL PAYMENT INCLUDING FENCING OF RIGHT OF WAY _____

---

39 Other comments of the appraiser indlucing comments regarding [illegible] which could not be compensable.

The parcels taken reduce the railroad right of way from 60 feet width [illegible] do not affect the present railroad improvements. This line is now used [illegible] It is an alternate North-South routing thru Coburg and Brownsville [illegible] We would be one train per day after substantial industrial growth [illegible]

34 [illegible] Portion purchased [illegible] which must be considered. Portion also [illegible] you have not given value. Make particular [illegible] it.

Parcel 1: A narrow strip of land from 10 to 15 feet in width and [illegible] the West side of Southern Pacific [illegible] Railroad right of way [illegible] Boulevard between 2nd & 3rd Streets.

Parcel 2: A narrow strip of land 10 feet in width and 200 [illegible] side of Southern Pacific right of way opposite Parcel 1. [illegible] Parcel 1 and 2 are zoned R-1.

Parcel 3: A narrow strip of land from 10 to 15 feet in width [illegible] the East side of Southern Pacific right of way [illegible] jacent areas are zoned R-2.

---

35 [illegible] of value of the entire property (Par. 33) _____

36 [illegible] of value of the remainder (Par. 34) _____

37 VALUE OF THE TAKING (Par. 35 minus Par. 36) _____

38 Total value of the taking is allocated as follows:

1	R-1	0.58	(Ac)	(Sq.Ft.)	at $ 5,000.00 per Ac	$ [illegible]
2	R-2	0.17	(Ac)	(Sq.Ft.)	at $ 5,000.00 per Ac	[illegible]
3	R-3	0.15	(Ac)	(Sq.Ft.)	at $ 10,000.00 per Ac	[illegible]
4	_____	_____	(Ac)	(Sq.Ft.)	at $ _____ per _____	_____
5	_____	_____	(Ac)	(Sq.Ft.)	at $ _____ per _____	_____
6	_____	_____	(Ac)	(Sq.Ft.)	at $ _____ per _____	$ _____

[illegible] TAKING:

In Taking: _____ [illegible]

DAMAGES TO REMAINING LAND:

_____	(Ac)	(Sq.Ft.)	at $ _____	per _____	_____
_____	(Ac)	(Sq.Ft.)	at $ _____	per _____	_____
_____	(Ac)	(Sq.Ft.)	at $ _____	per _____	_____

[illegible] TO REMAINING OR PARTIALLY TAKEN IMPROVEMENTS:

Remainder _____ _____

Partially Taken _____ $ _____ _____

DAMAGES TO LANDSCAPING:

_____ _____

[illegible] DUE TO LIMITING "USE" OF ACCESS:

_____ $ _____ _____

TOTAL DAMAGES

SPECIAL BENEFITS:

_____ _____

_____ $ _____ _____

[illegible] (Total damages minus benefits)

TOTAL [illegible] AND DAMAGES:

[illegible] for fencing if you have assumed that the [illegible] to fence the right of way

[illegible] INCLUDING FENCING OF RIGHT OF WAY _____

---

39 Other comments of the appraiser inducing comments regarding [illegible] which [illegible] be compensable.

The parcels taken reduce the railroad right of way from 60 feet wi[illegible] do not affect the present railroad improvements. This line is [illegible] it is an alternate North-South routing thru Coburg and Brownsv[illegible] the would be one train per day after substantial industrial grow[illegible]

Photo Record of Subject Property

File No. 05024

Photo No. 1

Comments:

Looking North from Centennial boulevard down Sandoval with the railroad tracks with Parcel 1 being taken on left side of tracks and Parcel 2 on right side of tracks.

Photo No. 2

Comments:

Looking South from Centennial Boulevard down Sandoval with the railroad tracks with Parcel 1 being on right side of tracks and Parcel 2 [illegible].

Photo No. 3

Comments:

Looking [illegible]
Parcel 1 [illegible]
Parcel [illegible]

MARKET DATA - SALES INFORMATION
Related to the Urban Renewal Property

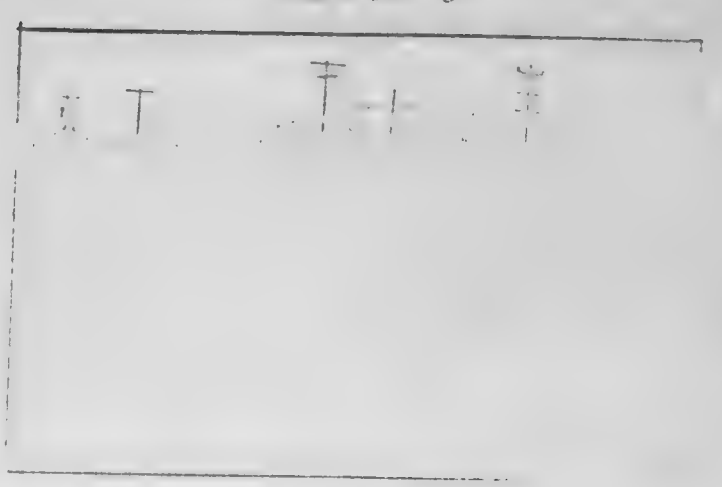
Sale No. 1

This property is across 2nd Street from Parcel 1 of the taking. It was part of the land involved in the Springfield Urban Renewal program. Typical sales from the Housing Authority require specific minimum improvements. This property was required to have a total investment of about $450,000. This property is similar to subject except for lack of curbs and street improvements.

Sale No. 2

This property was part of an estate being sold and was considered a "good buy" at the purchase price. Centennial Street is now improved and will be available within two years, to enable the property to be divided and developed to its highest and best use.

Sale No. 3



dn.
.ft.

for potential commercial use.
information from seller
No - contract sale

☐. Is very similar to the subject ☒.

R-2 which permits apartment house construction. This sale was by
acquired the lot in a trade and sold on Contract, taking $5,000 down.
contingent on buyer getting commercial zoning but buyer intends to attempt
a higher use to take advantage of the new highway construction in
must be discounted because of the speculative benefits to be derived
area.

Sale No. 4

ft.

an apartment house.
County Housing Authority
sold, open market sale

☐. Is very similar to the

sale to be sold by the Lane County Housing Authority from the
the actual offer by a prospective buyer to buy the
apartment house.

Looking [illegible] Centennial boulevard [illegible] railroad tracks with Parcel 1 being taken on left side of tracks and Parcel 2 on right side of tracks.

Photo No. 2
Comments:

Looking South from Centennial Boulevard [illegible] railroad tracks with Parcel 1 [illegible] right side of tracks and Parcel 2 [illegible]

Photo No. [illegible]
Comments:

Looking [illegible]
3 railroad [illegible] Union and Southern Pacific railroad tracks.

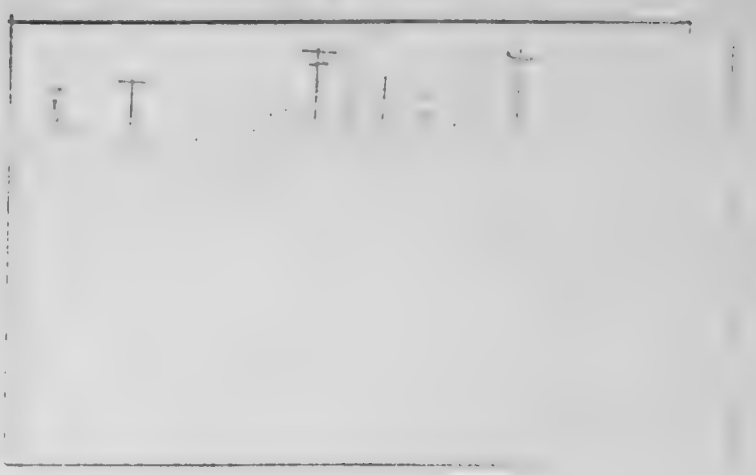
Sale No. 1

This property is across 2nd Street from Parcel 1 of the subject. It was purchased by the group involved in the Springfield Urban Renewal program. Typical sales from the Springfield Redevelopment Authority require specific minimum improvements. This property has a minimum total investment of about $450,000. This property is similar to subject in location, lot size, street improvements.

Sale No. 2

This property was part of an estate being sold and was considered a "good buy" at the purchase price. Commercial Street is now in the process of being widened and should be available within two years, to enable the property to be developed to its highest and best use.

Sale No. 3



dn.
.ft.

for potential commercial use.
information from seller
No - contract sale

is zoned R-2 which permits apartment house construction. This sale was by
acquired the lot in a trade and sold on Contract, taking $5,000 down.
contingent on buyer getting commercial zoning but buyer intends to attempt
to a higher use to take advantage of the new highway construction in
discounted because of the speculative benefits to be derived
area.

Sale No. 4

.ft.

an apartment house.
County Housing Authority.

subject ☐. Is very similar to the
sold by the Lane County Housing Authority from the
offer by a prospective buyer to buy the
next lower

RECEIVED
JUL 3 1964
FOR FILING

6757

July 7, 1964

Mr. Frank E. Smiley
Springfield City Manager
City Hall
Springfield, Oregon 97477

Dear Mr. Smiley:

Since receiving your June 30 letter relative to the Southern Pacific Company's demand for $8,500 for encroachments on the 2nd - 3rd Street project, we have had the matter reviewed and find that it is not practicable to stay clear of Southern Pacific's property.

Before proceeding, we have asked our Right of Way people to prepare an appraisal of the area and as soon as we have their ideas of value, I will contact you again.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Mr. Forrest Cooper
Mr. Lloyd P. Shaw

FORM E-30 SOM 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 6, 1964

SUBJECT: Q Street–McKenzie Highway
Second–Third Avenue Couplet
Springfield - Lane County
Contract No. 6353

To: Mr. R. L. Porter
Deputy State Highway Engineer

NOTED
R. L PORTER

Plans on the subject project have been inspected to determine a possibility of avoiding railroad encroachment. The cross section at points of encroachment includes curbs and does not lend itself to use of a retaining wall to prevent encroachment.

The longest section of encroachment exists due to the need for the least possible distance between Second and Third centerlines to permit proper functioning of traffic signals. The two lines are separated by the railroad and the two highway roadways, and the railroad must work as a unit to be satisfactory. There is no possibility of avoiding encroachment without separating the two halves of the roadway a greater amount with resultant loss of signal time at the crossing.

Mr. Wright is now obtaining an appraisal of the railroad area.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

CITY OF SPRINGFIELD

SPRINGFIELD, OREGON
97477

OFFICE OF THE
CITY MANAGER

June 30, 1964

Mr. Rod Porter, Deputy Engineer
State Highway Department
Salem, Oregon

Re: 2nd and 3rd Street Highway Project

Dear Rod:

Attached to this letter is a copy of a letter from A. W. Kilborn of the Southern Pacific Company relative to the Southern Pacific right of way involved in the construction of the 2nd - 3rd Street couplet.

It would appear that the property covered in our permit of entry is worth $8500 to the railroad company, and also, that contrary to previous positions which they have maintained, they insist on selling this rather than providing a permanent easement. You may recall that last year we discussed in your office the possibility of the railroad company taking this position. I pointed out that the city has purchased what right of way we had expected to need, and we would hope to have the assistance of the State Highway Department in negotiating or pursuing some settlement with the railroad on the parcels of right of way involved here.

In a letter mailed to Mr. A. W. Kilborn October 23, 1963, a copy of which was forwarded to Forrest Cooper, I proposed to the Southern Pacific Company that a nominal payment of $100 for the required easements might satisfy any legal requirements. The following November 1 was when Lem Eison and I visited with you and discussed this possibility. I have enclosed a memo which I had prepared following that informal discussion with you.

I hope you can prevail upon the Southern Pacific people to make a more reasonable adjustment for the cost of the permit of entry, and we would appreciate discussing this with you at your earliest convenience.

Very truly yours,

Frank R. Smiley
City Manager

FRS:mp

RECEIVED
JUL 1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

2-62

S-2660

Southern Pacific Company

IN REPLY PLEASE REFER TO

UNION STATION, PORTLAND, OREGON 97209

A. W. KILBORN
SUPERINTENDENT

June 23, 1964

911359/323-3
O-PD-Spr-63-10

Mr. Frank R. Smiley
City Manager
City of Springfield
City Hall
Springfield, Oregon

Dear Sir:

Referring to previous correspondence, specifically to permit of entry dated Oct. 31, 1963, accepted by the City of Springfield Nov. 4, 1963, for the five parcels of property desired by the city for construction of Second and Third St. one-way couplet:

Appraisal has been prepared and indicates that the five parcels of property illustrated on attached Portland Division drawings C-108 and 109 have a total value of $8500 which should be included in your budget to cover your commitment under the permit of entry letter.

We are in the process of preparing appropriate easement documents covering these five parcels and will submit as soon as completed.

Yours truly,

A. W. Kilborn

CITY OF SPRINGFIELD

November 4, 1963

Memo To: Mayor and Council

From: Frank R. Smiley, City Manager

Subject: 2nd-3rd Street Project

Lem and I were in Salem this past Friday and reviewed our Southern Pacific situation with Rod Porter, Deputy Highway Engineer.

You will be interested in the following:

1. The letter of permission was received today (Monday) from Southern Pacific. I attested it for the City and forwarded back to the Southern Pacific offices. State Highway has a copy also.

2. Porter felt confident that the Southern Pacific would not insist on anything more than nominal payment. They may not take my offer of $100, but Porter says they are usually easy to deal with on a matter such as this.

3. In the event the Railroad should press for a market value payment which would be several thousand dollars, I told Porter we would request such payment from the State. On this matter, Porter said, he couldn't afford to have it publicized, but he was certain the Highway Commission would pick up the tab if necessary and he and Cooper would recommend that, since the City is participating substantially in the project already.

I feel safe in sitting back now and waiting for the Railroad proposal. We have a little leverage we can put on them if necessary.

RECEIVED
SEP 21 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

September 15, 1964

Original signed by
T. Dec
Env. Coordinator

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project US 441(3)
"Q" St.-McKenzie Highway Section
Railroad Adjustment (SPRR)

Our August 5, 1964 program change memorandum on the subject project stated that the proposed railroad agreement with Southern Pacific Company was considered satisfactory, and Mr. Young's August 31, 1964 letter forwarded two executed copies for our approval.

Upon close scrutinizing of the executed agreement we note that our previous review overlooked the necessity of a reference to our PPM 30-3, should Federal participation be desired for this work.

Our approval of this agreement shall be withheld until this modification is presented to this office in final form.

SEP 10 1964

original To Young
9-21-64

NOTED
LLOYD P. SHAW

RECEIVED
SEP 21 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

O.T.L.
Eng. Dept.

Project Name 99W Street-McKenzie Highway Date August 31, 1964, 19

Highway Springfield Contract No. 6353

County Lane Project 110-1002

Contractor Inter-City Construction Co. E.A. Project No. 41 1

Address 3962 Franklin Blvd., Eugene, Oregon Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Lower tops of 3 Type I manholes; cut new openings in 2 manholes for pipe connections.

Location by station numbers:

Lower tops of manholes, Ls Line, Rt. 14+20; 17+20 & 19+60
Cut new opening, Ls Line at SE corner of "E" St.
Cut new opening, Ls Line at SE corner of "A" St.

Estimate of quantities and cost:

Labor	$ 88.00
Equipment Rental	114.70
	$ 203.70
Plus 15% allowance	30.55

Total $234.25

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Original work completed as planned and staked. Alterations and necessary corrections are irregular and not of the contractors making.

Cut new openings has been done. Lower tops M.H's. not started. (OVER)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$406,821.15
Present estimate of project cost, including $234.25 for work under this order	$406,821.15
Expected [illegible] amount	none
Expected [illegible] per cent	

Space to Right of this Line is for use of Salem Office

Submitted by: /s/ W. O. Gall
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer

Approval Recommended: /s/ L. W Rulien
Division Engineer

Approved /s/ L. L. Young
Deputy State Highway Engineer
Assistant State Highway Engineer
Office Engineer.

For Printing Copy to Young 9-21-64

Percentage allowed the contractor is in accordance with the executed contract for this project.

Maximum equipment rental rates allowable as per AGC Agreement.

RECEIVED
SEP 13 1964
FOR FILING

STATE COPY

Monthly transaction number
8960

Project report number
8 (3)

Form -2A (5-31-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

8-21-64

State
Oregon

County
Lane

Project number
US-441(3)

4333

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on December 16, 19 63, is hereby modified as follows:

Revised estimated total cost of project $ 375,873.00

Revised Federal funds $ 236,000.00

Other revisions

Project Agreement Modified to include revision of railroad traffic control devices, authorized August 3, 1964.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 21 day of August, 19 64.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stone

Ass't. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By **A. W. Parsons**
Division Engineer

By: M E Martin
M. E. Martin, Acting Division Engr.

USComm-DC 11170

Oregon State Highway Department

Federal Aid
Project US-441(3)

"C" STREET-K MOUNTAIN HIGHWAY SECTION OF THE

SPRINGFIELD HIGHWAY IN LANE COUNTY

(Revised project agreement estimate as a basis for project agreement. Estimate revised to include Railroad signal revision work.)

Salem, Oregon, August 7, 1964

Type Code 6201
Roadway (Sta. "L" 8+55 to Sta. "L" 63+60) (Contract 6353)

Clearing and Grubbing	All Required (90%)		$ 9,000.00
Drainage Excavation, Unclassified	4,160 cu.yds.	$ 3.00	12,480.00
General Excavation, Unclassified	24,920 cu.yds.	1.00	24,920.00
Short Overhaul	25,700 yd.sta.	0.02	514.00
Long Overhaul	920 C-yd.sta.	0.50	460.00
Finishing Roadbed and Slopes	All Required (90%)		2,250.00
8-inch Sewer Pipe	2,110 lin.ft.	1.82	3,840.20
10-inch Sewer Pipe	80 lin.ft.	2.31	184.80
12-inch Sewer Pipe	3,820 lin.ft.	3.00	11,460.00
15-inch Sewer Pipe	5,930 lin.ft.	4.00	23,720.00
24-inch Sewer Pipe	330 lin.ft.	7.40	2,442.00
24-inch Reinforced Sewer Pipe, Class V	35 lin.ft.	8.00	280.00
Extra for Pipe Under Pavement	520 lin.ft.	3.00	1,560.00
Extra for Pipe Under Railroad	All Required		750.00
Salvaging and Reinstalling Sewer Pipe	300 lin.ft.	4.20	1,260.00
Concrete Inlets, Type D	12 only	100.00	1,200.00
Concrete Inlets, Type G-1	1 only	100.00	200.00
Concrete Inlets, Type GC-1	66 only	100.00	6,600.00
Concrete Manholes	20 only	110.00	2,200.00
Adjustment of Manholes	14 only	50.00	700.00
Reconstruction of Manholes	7 only	75.00	525.00
Concrete Curbs and Gutters	950 cu.yds.	36.00	34,200.00
Concrete Walks and Driveways	850 sq.yds.	4.50	3,825.00
Loose Riprap	100 cu.yds.	5.00	500.00
Coarse Crushed Material in Base	39,200 tons	1.30	50,960.00
3/4" - 0 Material in Base	4,040 tons	1.40	5,656.00
Sprinkling	790 M-gal.	5.00	3,950.00
Preparation of Base	All Required(90%)		810.00
3/4" - 0 Material in Binder Course	320 cu.yds.	4.50	1,440.00
HC-250 Asphalt	47 tons	40.00	1,880.00
Class "G" Asphaltic Concrete	8,350 tons	5.90	49,265.00
Asphaltic Concrete Traffic Markers, Type L	120 lin.ft.	1.00	120.00
			$259,152.00

Flagging (57½% of Contractors' Cost)	All Required		$ 500.00
Signing	All Required		1,500.00
Seeding and Mulching	All Required		900.00
			$ 2,900.00
Work by Southern Pacific Co.	All Required		$ 1,240.00
	Subtotal		$263,232.00
	10% Engr. & Cont.		26,329.00
	Total		$289,421.00

Type Code X020
Roadway Ditch Rvidge (Br. #71933) (Sta. "LS" 9+48 to Sta. "LS" 10+43)
(Contract 63%)

Shoring, Cribbing, etc.	All Required		$ 5,000.00
Structural Excavation	600 cu.yds.	$ 2.00	1,200.00
Structural Excavation Below Elevation Shown	100 cu.yds.	2.00	200.00
Class "A" Concrete (328 cu.yds.)	All Required		47,646.00
Metal Reinforcement (216,000 lbs.)	All Required		24,125.00
8-inch Metal Drain Pipe	60 lin.ft.	4.00	240.00
	Subtotal		$ 78,411.00
	10% Engr. & Cont.		7,841.00
	Total		$ 86,252.00

Length of Roadway - - - - - - - - - - - -	1.025 miles
Length of Structure - - - - - - - - - - -	0.018 miles
Total Length - - - - - - - - - - - - - - -	1.043 miles
Cost of Roadway per Mile - - - - - - - -	$282,55707

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	City Funds
Roadway	$289,421.00	$182,000.00	$ 59,421.00	$ 48,000.00
Structure	86,252.00	54,000.00	16,252.00	16,000.00
	$375,673.00	$236,000.00	$ 75,673.00	$ 64,000.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

[redacted] - [redacted] HIGHWAY SECTION

PROJECT NO. US - 4A1(3)

Estimated cost of work by the Southern Pacific Company.

Relocate 2 Flashing Light Signals	$ 775
Install 2 Additional Flashing Light Units	190
Travel Time	100
Freight	26
Material Handling	33
Vacation Allowance	38
Health and Welfare	28
Holiday Pay	11
RR Retirement & Unemployment Tax	62
PL, PD and WC Insurance	33
Accounting and Billing	58
Contingencies	116
	$ 1,250

Form approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
43 (12) - 42		Oregon
PROJECT REPORT NO.	FEDERAL-AID PROJECT AGREEMENT (PPM 21-7)	COUNTY
3	12-16-63	Lane
		PROJECT NO. US-441(3)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

SR 228 E. City Lts., Springfield to McKenzie Hwy.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH (Miles)
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	9-16-63	1.043
OTHER (Specify)		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 374,509.00	$ 235,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Floyd V. Stein
Asst. State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XXX A. W. Parsons
(Division Engineer)
By: L. R. Bucklund, Administrative Manager

Date executed by Division Engineer December 16, 1963

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

FORM PR-2, FEDERAL-AID PROJECT AGREEMENT (SUPPLEMENT)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

THE STATE HIGHWAY DEPARTMENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE RULES AND REGULATIONS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, COLOR OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY CREATED THEREBY.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER NO. 11114 OF JUNE 22, 1963, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SAID COMMITTEE, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN THE SAID EXECUTIVE ORDER OR BY RULE, REGULATION OR ORDER OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, OR AS OTHERWISE PROVIDED BY LAW.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY ISSUED PURSUANT TO SECTION 303 OF EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE BUREAU OF PUBLIC ROADS MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE BUREAU, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES."

THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE IN ANY FEDERALLY ASSISTED CONSTRUCTION WORK WHICH IT PERFORMS ITSELF OTHER THAN THROUGH THE PERMANENT WORK FORCE DIRECTLY EMPLOYED BY AN AGENCY OF GOVERNMENT.

THE STATE HIGHWAY DEPARTMENT AGREES THAT IT WILL COOPERATE ACTIVELY WITH THE BUREAU OF PUBLIC ROADS AND THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE COMMITTEE, THAT IT WILL FURNISH THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE BUREAU OF PUBLIC ROADS IN THE DISCHARGE OF THE BUREAU'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE. THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11114 WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925 AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE BUREAU OF PUBLIC ROADS OR THE COMMITTEE PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925. IN ADDITION, THE STATE HIGHWAY DEPARTMENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS THE BUREAU OF PUBLIC ROADS MAY CANCEL, TERMINATE OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE), MAY REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE UNDER ANY OF ITS PROGRAMS SUBJECT TO EXECUTIVE ORDER 11114 UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH STATE HIGHWAY DEPARTMENT, OR MAY REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

Oregon State Highway Department

Federal Aid
Project US-441(3)

"C" STREET-MC KENZIE HIGHWAY SECTION OF THE

SPRINGFIELD HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 13, 1963

Type Code 6201
Roadway (Sta. "LS" 8+55 to Sta. "LS" 63+60)(Contract 6353)

Clearing and Grubbing	All Required (90%)			$ 9,000.00
Drainage Excavation, Unclassified	4,160 cu.yds.	$	3.00	12,480.00
General Excavation, Unclassified	24,920 cu.yds.		1.00	24,920.00
Short Overhaul	25,700 yd.sta.		0.02	514.00
Long Overhaul	920 C-yd.sta.		0.50	460.00
Finishing Roadbed and Slopes	All Required (90%)			2,250.00
8-inch Sewer Pipe	2,110 lin.ft.		1.82	3,840.20
10-inch Sewer Pipe	80 lin.ft.		2.31	184.80
12-inch Sewer Pipe	3,820 lin.ft.		3.00	11,460.00
15-inch Sewer Pipe	5,930 lin.ft.		4.00	23,720.00
24-inch Sewer Pipe	330 lin.ft.		7.40	2,442.00
24-inch Reinforced Sewer Pipe, Class V	35 lin.ft.		8.00	280.00
Extra for Pipe Under Pavement	520 lin.ft.		3.00	1,560.00
Extra for Pipe Under Railroad	All Required			750.00
Salvaging and Reinstalling Sewer Pipe	300 lin.ft.		4.20	1,260.00
Concrete Inlets, Type D	12 only		100.00	1,200.00
Concrete Inlets, Type G-1	2 only		100.00	200.00
Concrete Inlets, Type CG-1	66 only		100.00	6,600.00
Concrete Manholes	20 only		110.00	2,200.00
Adjustment of Manholes	14 only		50.00	700.00
Reconstruction of Manholes	7 only		75.00	525.00
Concrete Curbs and Gutters	950 cu.yds.		36.00	34,200.00
Concrete Walks and Driveways	850 sq.yds.		4.50	3,825.00
Loose Riprap	100 cu.yds.		5.00	500.00
Coarse Crushed Material in Base	39,200 tons		1.30	50,960.00
3/4"-0 Material in Base	4,040 tons		1.40	5,656.00
Sprinkling	790 M-gal.		5.00	3,950.00
Preparation of Base	All Required (90%)			810.00
3/4"-0 Material in Binder Course	320 cu.yds.		4.50	1,440.00
RC-250 Asphalt	47 tons		40.00	1,880.00
Class "B" Asphaltic Concrete	8,350 tons		5.90	49,265.00
Asphaltic Concrete Traffic Markers, Type L	120 lin.ft.		1.00	120.00
				$259,152.00

Flagging (57½% of Contractors' Cost)	All Required			$ 500.00
Signing	All Required			1,500.00
Seeding and Mulching	All Required			900.00
				$ 2,900.00
	Subtotal			$262,052.00
	10% Engr. & Cont.			26,205.00
	Total			$288,257.00

Type Code X020
Floodway Ditch Bridge (Br. #9193A and 9193B) (Sta. "LS" 9+48 to Sta. "LS" 10+43) (Contract 6353)

Shoring, Cribbing, etc.	All Required			$ 5,000.00
Structural Excavation	600 cu.yds.	$ 2.00		1,200.00
Structural Excavation Below Elevation Shown	100 cu.yds.	2.00		200.00
Class "A" Concrete (822 cu.yds.)	All Required			47,646.00
Metal Reinforcement (216,000 lbs.)	All Required			24,125.00
8-inch Metal Drain Pipe	60 lin.ft.	4.00		240.00
	Subtotal			$ 78,411.00
	10% Engr. & Cont.			7,841.00
	Total			$ 86,252.00

Length of Roadway - - - - - - - - - - - - -1.025 miles
Length of Structure - - - - - - - - - - - -0.018 miles
Total Length- - - - - - - - - - - - - - - -1.043 miles
Cost of Roadway per Mile- - - - - - - - - -$281,226.34

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	City Funds
Roadway	$288,257.00	$181,000.00	$ 59,257.00	$ 48,000.00
Structure	86,252.00	54,000.00	16,252.00	16,000.00
	$374,509.00	$235,000.00	$ 75,509.00	$ 64,000.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal-Aid
Project US-441(3)

"3" STREET-McKENZIE HIGHWAY SECTION

OF THE SPRINGFIELD HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 4, 1963

Type Code 6201
Roadway (Sta. "LS" 8+55 to Sta. "LS" 63+60)

Clearing and Grubbing	All Required (90%)			$ 2,700.00
Drainage Excavation, Unclassified	4,160	cu.yds.	$ 3.00	12,480.00
General Excavation, Unclassified	24,920	cu.yds.	0.70	17,444.00
Short Overhaul	25,700	yd.stas.	0.015	385.50
Long Overhaul	920	C-yd.stas.	0.50	460.00
Finishing Roadbed and Slopes	All Required (90%)			2,250.00
8-inch Sewer Pipe	2,110	lin.ft.	2.00	4,220.00
10-inch Sewer Pipe	80	lin.ft.	2.25	180.00
12-inch Sewer Pipe	3,820	lin.ft.	2.50	9,550.00
15-inch Sewer Pipe	5,930	lin.ft.	3.25	19,272.50
24-inch Sewer Pipe	330	lin.ft.	5.25	1,732.50
24-inch Reinforced Sewer Pipe, Class V	35	lin.ft.	8.00	280.00
Extra for Pipe Under Pavement	520	lin.ft.	3.00	1,560.00
Extra for Pipe Under Railroad	All Required			500.00
Salvaging and Reinstalling Sewer Pipe	300	lin.ft.	3.75	1,125.00
Concrete Inlets, Type D	12	only	90.00	1,080.00
Concrete Inlets, Type G-1	2	only	100.00	200.00
Concrete Inlets, Type CG-1	66	only	100.00	6,600.00
Concrete Manholes	20	only	300.00	6,000.00
Adjustment of Manholes	14	only	75.00	1,050.00
Reconstruction of Manholes	7	only	250.00	1,750.00
Concrete Curbs and Gutters	950	cu.yds.	45.00	42,750.00
Concrete Walks and Driveways	850	sq.yds.	5.50	4,675.00
Loose Riprap	100	cu.yds.	4.00	400.00
Coarse Crushed Material in Base	39,200	tons	1.50	58,800.00
3/4" - 0 Material in Base	4,040	tons	1.60	6,464.00
Sprinkling	790	M-gals.	3.00	2,370.00
Preparation of Base	All Required (90%)			900.00
3/4" - 0 Material in Binder Course	320	cu.yds.	4.00	1,280.00
RC-250 Asphalt	47	tons	45.00	2,115.00
Class "B" Asphaltic Concrete	8,350	tons	6.00	50,100.00
Asphaltic Concrete Traffic Markers, Type L	120	lin.ft.	1.00	120.00
				$260,793.50

Flagging (57½% of Contractor's Cost)	All Required		$ 500.00
Signing	All Required		1,500.00
Seeding and Mulching	All Required		900.00
			$ 2,900.00
Utilities			
Work by Pacific N.W. Bell Tel. Co.	All Required		$ 500.00
Work by Springfield Utility Board	All Required		6,400.00
Work by Western Union Tel.	All Required		1,000.00
			$ 7,900.00
	Subtotal		$271,593.50
	10% Engr. & Cont.		27,158.50
	Total		$298,752.00

Type Code K020
Flooding Ditch Bridge (Br. #9193A & 9193B)(Sta. "LS" 9+48 to Sta. 'LS' 10+43)

Shoring, Cribbing, Etc.	All Required		$ 3,000.00
Structural Excavation	600 cu.yds.	$ 5.00	3,000.00
Structural Excavation Below Elevation Shown	100 cu.yds.	5.00	500.00
Class "A" Concrete (822 cu.yds. $75.00)	All Required		61,650.00
Metal Reinforcement (216,000 lbs. $0.13)	All Required		28,080.00
8-inch Metal Drain Pipe	60 lin.ft.	4.00	240.00
	Subtotal		$ 96,470.00
	10% Engr. & Cont.		9,647.00
	Total		$106,117.00

Length of Roadway - - - - - - - - - 1.025 Miles
Length of Structure - - - - - - - - 0.018 Mile
Total Length - - - - - - - - - - - 1.043 Miles
Cost of Roadway Per Mile - - - - $291,465.36

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	City Funds
Roadway	$298,752.00	$188,000.00	$65,752.00	$ 45,000.00
Structure	106,117.00	66,000.00	25,117.00	15,000.00
	$404,869.00	$254,000.00	$90,869.00	$ 60,000.00

Oregon State Highway Department

Federal-Aid
Project US-441(3)

"O" STREET-MCKENZIE HIGHWAY SECTION

OF THE SPRINGFIELD HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon August 12, 1963

Type Code 6201
Roadway (Sta. "LS" 8+55 to Sta. "LS" 63+60)

Clearing and Grubbing	All	Req. (90%)		$ 2,700.00
Drainage Excavation, Unclassified	4,160	cu.yds.	$ 3.00	12,480.00
General Excavation, Unclassified	24,920	cu.yds.	0.70	17,444.00
Short Overhaul	25,700	yd.stas.	0.015	385.50
Long Overhaul	920	C-yd.stas.	0.50	460.00
Finishing Roadbed and Slopes	All	Req. (90%)		2,250.00
8-inch Sewer Pipe	2,110	lin.ft.	2.00	4,220.00
10-inch Sewer Pipe	80	lin.ft.	2.25	180.00
12-inch Sewer Pipe	3,820	lin.ft.	2.50	9,550.00
15-inch Sewer Pipe	5,930	lin.ft.	3.25	19,272.50
24-inch Sewer Pipe	330	lin.ft.	5.25	1,732.50
24-inch Reinforced Sewer Pipe, Class V	35	lin.ft.	8.00	280.00
Extra for Pipe Under Pavement	520	lin.ft.	3.00	1,560.00
Extra for Pipe Under Railroad	All	Req.		500.00
Salvaging and Reinstalling Sewer Pipe	300	lin.ft.	3.75	1,125.00
Concrete Inlets, Type D	12	only	90.00	1,080.00
Concrete Inlets, Type C-1	2	only	100.00	200.00
Concrete Inlets, Type CG-1	66	only	100.00	6,600.00
Concrete Manholes	20	only	300.00	6,000.00
Adjustment of Manholes	14	only	75.00	1,050.00
Reconstruction of Manholes	7	only	250.00	1,750.00
Concrete Curbs and Gutters	950	cu.yds.	45.00	42,750.00
Concrete Walks and Driveways	850	sq.yds.	5.50	4,675.00
Loose Riprap	100	cu.yds.	4.00	400.00
Coarse Crushed Material in Base	39,200	tons	1.50	58,800.00
3/4"-0 Material in Base	4,040	tons	1.60	6,464.00
Sprinkling	790	M-gals.	3.00	2,370.00
Preparation of Base	All	Req. (90%)		900.00
3/4"-0 Material in Binder Course	320	cu.yds.	4.00	1,280.00
RC-250 Asphalt	47	tons	45.00	2,115.00
Class "B" Asphaltic Concrete	8,350	tons	6.00	50,100.00
Asphaltic Concrete Traffic Markers, Type L	120	lin.ft.	1.00	120.00
				$260,793.50

Oregon State Highway Department

Federal-Aid
Project US-441(3)

Flagging (57½% of Contractor's Cost)	All Req.		$ 500.00
Signing	All Req.		1,500.00
			$ 2,000.00
Utilities			
Work by Pacific N.W. Bell Tel. Co.	All Req.		$ 500.00
Work by Springfield Utility Board	All Req.		6,400.00
Work by Western Union Tel.	All Req.		1,000.00
			$ 7,900.00
	Subtotal		$270,693.50
	10% Engr. & Cont.		27,068.50
	Total		$297,762.00

Type Code X020
Floodway Ditch Bridge (Br. #9193A + 9193B) (Sta. "LS" 9+48 to Sta. "LS" 10+43)

Shoring, Cribbing, Etc.	All Req.		$ 3,000.00
Structural Excavation	600 cu.yds.	5.00	3,000.00
Structural Excavation Below Elevation Shown	100 cu.yds.	5.00	500.00
Class "A" Concrete (822 cu.yds. $75.00)	All Req.		61,650.00
Metal Reinforcement (216,000 lbs. $0.12)	All Req.		25,920.00
8-inch Metal Drain Pipe	60 lin.ft.	4.00	240.00
	Subtotal		$ 94,310.00
	10% Engr. & Cont.		9,431.00
	Total		$103,741.00

Length of Roadway . . . . . 1.025 miles
Length of Structure . . . . . 0.018 mile
Total Length . . . . . 1.043 miles
Cost of Roadway Per Mile. $290,499.51

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	City Funds
Roadway	$297,762.00	$187,000.00	$65,762.00	$45,000.00
Structure	103,741.00	65,000.00	23,741.00	15,000.00
	$401,503.00	$252,000.00	$89,503.00	$60,000.00

Oregon State Highway Department

Federal-Aid
Project US-441(3)

"Q" STREET-MCKENZIE HIGHWAY SECTION

OF THE SPRINGFIELD HIGHWAY IN LANE COUNTY.

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon August 5, 1963

Type Code 6201
Roadway (Sta. "LS" 8+55 to Sta. "LS" 63+60)

Clearing and Grubbing	All Req. (90%)			$ 2,700.00
Drainage Excavation, Unclassified	4,160	cu.yds.	$ 3.00	12,480.00
General Excavation, Unclassified	24,920	cu.yds.	0.70	17,444.00
Short Overhaul	25,700	yd.stas.	0.015	385.50
Long Overhaul	920	C-yd.sta.	0.50	460.00
Finishing Roadbed and Slopes	All Req. (90%)			2,250.00
8-inch Sewer Pipe	2,110	lin.ft.	2.00	4,220.00
10-inch Sewer Pipe	80	lin.ft.	2.25	180.00
12-inch Sewer Pipe	3,820	lin.ft.	2.50	9,550.00
15-inch Sewer Pipe	5,930	lin.ft.	3.25	19,272.50
24-inch Sewer Pipe	330	lin.ft.	5.25	1,732.50
24-inch Reinforced Sewer Pipe, Class V	35	lin.ft.	8.00	280.00
Extra for Pipe Under Pavement	520	lin.ft.	3.00	1,560.00
Extra for Pipe Under Railroad	All Req.			500.00
Salvaging and Reinstalling Sewer Pipe	300	lin.ft.	3.75	1,125.00
Concrete Inlets, Type D	12	only	90.00	1,080.00
Concrete Inlets, Type G-1	2	only	100.00	200.00
Concrete Inlets, Type CG-1	66	only	100.00	6,600.00
Concrete Manholes	20	only	300.00	6,000.00
Adjustment of Manholes	14	only	75.00	1,050.00
Reconstruction of Manholes	7	only	250.00	1,750.00
Concrete Curbs and Gutters	950	cu.yds.	45.00	42,750.00
Concrete Walks and Driveways	850	sq.yds.	5.50	4,675.00
Loose Riprap	100	cu.yds.	4.00	400.00
Coarse Crushed Material in Base	39,200	tons	1.50	58,800.00
3/4" - 0 Material in Base	4,040	tons	1.60	6,464.00
Sprinkling	790	M-gals.	3.00	2,370.00
Preparation of Base	All Req. (90%)			900.00
3/4" - 0 Material in Binder Course	320	cu.yds.	4.00	1,280.00
RC-250 Asphalt	47	tons	45.00	2,115.00
Class "B" Asphaltic Concrete	8,350	tons	6.00	50,100.00
Asphaltic Concrete Traffic Markers, Type L	120	lin.ft.	1.00	120.00
				$260,793.50

Flagging (57½% of Contractor's Cost)	All Req.	$ 500.00
Signing	All Req.	1,500.00
		$ 2,000.00

Utilities

Work by Pacific N.W. Bell Tel. Co.	All Req.	$ 500.00
Work by Springfield Utility Board	All Req.	6,400.00
Work by Western Union Tel.	All Req.	1,000.00
		$ 7,900.00

Subtotal	$270,693.50
10% Engr. & Cont.	27,068.50
Total	$297,762.00

Type Code X020
Floodway Ditch Bridge (Br. #9193A + 9193B) (Sta. "LS" 9+48 to Sta. "LS" 10+43)

Shoring, Cribbing, Etc.	All Req.		$ 3,000.00
Structural Excavation	600 cu.yds.	$ 5.00	3,000.00
Structural Excavation Below Elevation Shown	100 cu.yds.	5.00	500.00
Class "A" Concrete (814 cu.yds. $75.00)	All Req.		61,050.00
Metal Reinforcement (214,500 lbs. $0.12)	All Req.		25,740.00
8-inch Metal Drain Pipe	60 lin.ft.	4.00	240.00
	Subtotal		$ 93,530.00
	10% Engr. & Cont.		9,353.00
	Total		$102,883.00

Length of Roadway	1.025 miles
Length of Structure	0.018 mile
Total Length.	1.043 miles
Cost of Roadway Per Mile.	$290,499.51

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	City Funds
Roadway	$297,762.00	$187,000.00	$65,762.00	$45,000.00
Structure	102,883.00	64,000.00	23,883.00	15,000.00
	$400,645.00	$251,000.00	$89,645.00	$60,000.00

RECEIVED
OCT 8 - 1964
FOR FILES

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
August 11, 1964

To: Mr. R. L. Porter
Deputy State Highway
Engineer

B U I L D I N G

SUBJECT: File No. 35386-Southern
Pacific Company
"Q" Street-McKenzie Highway
Springfield Highway

An appraisal has now been completed by Fee Appraiser James A. Rodman on the 0.90 acre encroachment area of the Southern Pacific Company along 3rd Street in Springfield. The appraised value of the area as determined by Mr. Rodman is $5,250.

D. H. MOEHRING
Assistant Right of Way Engineer

DHM:mk

cc: L. P. Shaw

NOTED
R. L. PORTER

RECEIVED
AUG 12 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 11 1964

Form CD-121 (11-63) (Prescribed by A.O. 206-16)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon 97301

DATE: August 5, 1964

In reply refer to: 08-35-EC
710.14

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : T. Dec
Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project US 441(3) 'Q' St.-McKenzie Highway Sec.
Railroad adjustment (SPRR)

We are hereby approving the addition of the revision to the railroad traffic control devices as detailed in Mr. Young's August 3, 1964 letter and attachments on the captioned project as a minor program change, effective August 3, 1964 as follows:

Item	Project	Location	Additional Work
138	US-441(3)	'Q' St-McKenzie Hwy. Sec.	Revision of RR traffic control devices.

The inclusion of this work is estimated to increase the total estimated cost of this project by $1,340.00. The project agreement estimate cost of $374,509 will be increased to $375,849 of which $235,844 are Federal funds. You are advised that a revised project agreement estimate is necessary.

The proposed railroad agreement has been reviewed and is considered satisfactory. The agreement will be approved when fully executed and two conformed copies are furnished this office.

Approval of the work, estimate and plans as well as authorization to proceed with this work is granted effective August 3, 1964 in accordance with your verbal advice that the necessity of this work was just recently discovered, and must be expedited to completion. Reimbursement will be governed by PPM-30-3 and supplements thereto.

Copies to Litchfield
w/ Young
8 7 64

RECEIVED
AUG 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG - 5 1964

August 3, 1964

A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Reference is made to the Q St. - McKenzie Highway Section, Project No. US 441(3) which provides a four lane facility between PAP (Alt.) 5 near the north city limits of Springfield and the McKenzie Highway PAP 5 at Main and South "A" Streets. The project north bound and south bound lanes are separated by the SPRR tracks (Woodburn - Springfield Br.) which serves as a median.

Centennial Blvd. crosses the project at approximate Station 23+50 and likewise crosses the railroad at this point. It is presently protected from RR traffic by flashing signals and gongs. However these will require revision due to the new four lane facility being constructed along each side of the tracks. The estimated cost of the revision, $1,340.00, is set forth in the enclosed letter from the SPRR Co., which also is set up as an informal agreement covering the proposed work.

This is a cooperative project and the agreement with the City of Springfield provides it will pay all matching funds for the Federal-Aid Project. It likewise provides the city will relocate or cause to be relocated, without cost to the state, all utility facilities where adjustment is required by the project improvement.

It is our opinion the adjustment of these railroad facilities is not part of the utility adjustments contemplated in the agreement, but is an incidental item of the construction phase. For this reason we are requesting your approval of the work for Federal participation as a minor change to be handled, either by inclusion in the agreement estimate at this time, or at the final voucher stage, whichever you desire. With your approval of the item for participation, of course only the matching portion of the cost will be billed to the city.

This matter has been discussed by phone at considerable length with your department personnel and this letter is being submitted in compliance with your request that proper documentation be made of our request setting forth our reason why we feel the item is eligible for Federal participation.

We hope this information is sufficient for your approval of the proposed work. Also we will appreciate greatly if your approval can be given as the date of this letter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:kc

RECEIVED
AUG - 3 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 30, 1964

SUBJECT: Centennial Boulevard Grade Crossing
"Q" St.-McKenzie Highway Section
Springfield Highway - Lane County
Contract No. 6353

To:
Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

R. L. PORTER

Herewith you will find two prints showing the location of flashing light signals as proposed by the Southern Pacific Company and approved by the State.

You will note this is different from the proposal we sent to the Railroad with our letter of June 25, 1964 and will require the revision of the easterly curb in the southwest quadrant of the crossing. With this revision, it appears that extension of the existing planks in the crossing will be unnecessary.

The Railroad is submitting their estimate now and we must get approval from the Bureau of Public Roads prior to letting them proceed with the work. This will be expedited by this office as much as possible.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:fp
Enc.
cc: R. L. Porter
F. . Crandall
H. S. Cox
L. H. Young
P. R. Barnhart - w/enc.

RECEIVED
JUL 31 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 7 1964
FOR FILING

Salem, Oregon
July 6, 1964

Mr. R. L. Porter
Deputy State Highway Engineer

Q Street-McKenzie Highway
Second-Third Avenue Couplet
Springfield - Lane County
Contract No. 6353

Plans on the subject project have been inspected to determine a possibility of avoiding railroad encroachment. The cross section at points of encroachment includes curbs and does not lend itself to use of a retaining wall to prevent encroachment.

The longest section of encroachment exists due to the need for the least possible distance between Second and Third centerlines to permit proper functioning of traffic signals. The two lines are separated by the railroad and the two highway roadways, and the railroad must work as a unit to be satisfactory. There is no possibility of avoiding encroachment without separating the two halves of the roadway a greater amount with resultant loss of signal time at the crossing.

Mr. Wright is now obtaining an appraisal of the railroad area.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

RECEIVED
JUL 1 1964
F.O. Files

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 25, 1964

NOTED
R. L. PORTER

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Southern Pacific Company
65 Market Street
San Francisco, California 94105

Attention: Mr. H. M. Williamson
Chief Engineer

Re: 2nd and 3rd Street Couplet
Centennial Blvd. G-Xing
Springfield Highway
City of Springfield
Lane County
Project: US-441(3)
Your No.: 911359/323-2
O-PD-Spr-63-10

Gentlemen:

It has come to our attention at this late date that there are two Public Utility Commissioner's Standard #2 flashing light signals equipped with gongs located at the grade crossing between Centennial Boulevard and Southern Pacific Company tracks in the City of Springfield. Said signals conflict with the construction requirements of the reconstruction of the Springfield Highway, Q Street-McKenzie Highway Section, and must be relocated.

The grading contractor will soon be delayed by the signals in their present location. In order to expedite their relocation, we propose to handle this matter by letter agreement similar to the procedure recently followed in connection with furnishing a railroad engineer-inspector for this same job (your letter of May 21, 1964).

Railroad will be reimbursed in full for its expenses incurred in connection with said relocation; all work to be done by railroad forces. Provision will of course have to be made for the inter-tie with the highway traffic signals which are the subject of a proposed separate agreement which you forwarded to the department on May 22, 1964, reference 911359/323-3.

Enclosed is a drawing showing the proposed relocation of the signals.

Your prompt attention in this matter will be most appreciated as it appears there was a lack of communication between all parties concerned with the project.

Very truly yours,

F. D. MORGAN
Construction Engineer

ORIGINAL SIGNED BY
By T. W. LITCHFIELD
T. W. LITCHFIELD
Utilities Liaison Engineer

TWL:JNH:jr
Encl.

cc: R. L. Porter
F. B. Crandall
H. S. Cox
L. H. Young
L. R. Chandler
C. C. Gall
P. R. Barnhart
A. W. Parsons
Frank R. Smiley
City Manager
City of Springfield
Springfield, Oregon
E. A. Kendrew
Union Station
Portland, Oregon 97209

RECEIVED
JUN 24 1964
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 11, 1964

Mr. Frank R. Smiley
City Manager
City Hall
Springfield, Oregon

Dear Mr. Smiley:

We have received City of Springfield's Warrant #10904 for $30,000 representing the City's third and final payment for the construction of the 2nd and 3rd Streets couplet (Springfield Highway) as provided by agreement of 12/28/60, supplemented by agreement of 11/22/63. This deposit also covers City's participation in costs of the proposed traffic signal installation at the intersections of 2nd and 3rd Streets with Centennial Avenue.

As discussed previously, when final costs are available for the above projects, any refund due Springfield will be applied toward City's share in the cost of the proposed project on the McKenzie Highway (Main Street at 28th).

We have also received Warrant #10911 in the amount of $20,000 as the City's advance deposit for the proposed project on the McKenzie Highway (Main Street at 28th), to be applied to costs of right-of-way acquisition, construction, and traffic signal installation, as per the agreements which accompanied the warrants and which will be presented to the Highway Commission for approval at the June meeting.

Thank you for your cooperation and interest in these matters.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox by
County and City Division Engineer

DHH:mm
cc: Forrest Cooper
R. L. Porter
L. P. Shaw
C. H. Maison
V. D. Wolfe

CITY OF SPRINGFIELD

SPRINGFIELD, OREGON
97477

OFFICE OF THE
CITY MANAGER

June 9, 1964

Springfield Hwy #228

NOTED
DON HARWELL

Mr. Forrest Cooper, Engineer
State Highway Department
Salem, Oregon

Warrant #10904

Regarding 2nd and 3rd Street Couplet

Dear Mr. Cooper:

Attached to this letter is a check in the amount of $30,000 representing our third and final payment for the city's share in the construction of the 2nd-3rd Street couplet in Springfield.

This payment brings our total contribution to $80,000, and it is our understanding that any surplus after construction is completed will be applied towards the signalization of 2nd and 3rd at Centennial Boulevard. Our last estimates on this cost from your office indicates that there might be still some of the $80,000 amount remaining after the signalization is completed. It is our intent that this be applied to the planned construction of the intersection at 28th and Main Street since the City of Springfield is also providing funds for this improvement.

I should like again to express our sincere appreciation for the cooperation received from the State Highway Department for this and other projects which have been undertaken jointly by the city and the state. We are most happy to continue working with you in this area.

Very truly yours,

Frank R. Smiley

Frank R. Smiley
City Manager

FRS:mp

Attachment

RECEIVED
JUN
COUNTY CLERK

CITY OF SPRINGFIELD

SPRINGFIELD, OREGON
97477

OFFICE OF THE
CITY MANAGER

June 8, 1964

McKenzie Hwy #15 NOTED
DON HARWELL

Mr. Forrest Cooper, Engineer
State Highway Department
Salem, Oregon

Warrant # 10911

Dear Mr. Cooper:

Attached with this letter are the signed agreements for construction and signalization of the intersection at 28th and Main Street in Springfield, two executed copies of the resolution authorizing the agreement, and a check in the amount of $20,000.

The $20,000 payment represents our first deposit toward the $35,000 which has been estimated by your office to be the city's share in this improvement project.

We are indeed pleased to see this progress and trust that every effort will be made to begin construction during this calendar year. If we can assist in any way in the execution of the project, I hope you will not hesitate to contact us.

Very truly yours,

Frank R. Smiley

Frank R. Smiley
City Manager

FRS:mp

Enclosures

RECEIVED
JUN 10 1964
ENGINEER
COUNTY & CITY DIVISION

B-2705

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
G. J. LYON
ASSISTANT TO CHIEF ENGINEER
J. A. HOLMES
ASSISTANT TO CHIEF ENGINEER

May 21, 1964

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

IN REPLY PLEASE REFER TO

911359/323-2

O-PD-Spr-63-10

Mr. Forrest Cooper (2)
State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan
Construction Engineer

NOTED
J. HERSHBERGER

Dear Sir:

Reference is made to our letter dated October 31, 1963, to the City of Springfield, granting the City permission to enter upon several parcels of railroad property at Springfield for construction of the so-called Second and Third Street Couplet.

The entry permit, which has been accepted by the City, provides that City is to reimburse Southern Pacific Company for any expense incurred by the Railroad in protecting its facilities and operations during the period of construction. However, we have been informed that this work will actually be performed under a contract awarded by the State to Inter-City Construction Company and it has been suggested that reimbursement to Railroad for the expense incurred in connection with furnishing engineer-inspector while work is being performed on and adjacent to railroad property be made by the State in connection with its present contract. This procedure will be satisfactory to Southern Pacific Company, and it will be in order for the State's contractor to perform highway and drainage construction on and adjacent to the railroad property involved provided State will reimburse Railroad for the cost of providing engineer-inspector while the work is in progress, billing for this service to be on the basis of actual costs and in accordance with Bureau of Public Roads PPM 30-3. Estimated cost of this service, based on a 3-month period, is as follows:

Mr. Forrest Cooper
State Highway Engineer

Engineer-Inspector	$ 1725
Personal Expense	720
Travel Expense	290
Vacation Allowance	90
Holiday Pay	35
Health & Welfare	93
RR Ret. & Unemp. Tax	204
PD, PL & WC Ins.	73
Accounting & Billing	162
Contingencies	338
Total Estimated Cost	$ 3730

If the foregoing is satisfactory, please arrange for acceptance on behalf of the State on the duplicate copy of this letter and return it to this office.

Yours very truly,

H M Williamson
E

cc: City of Springfield
Springfield, Oregon

Attention: Mr. Frank R. Smiley
City Manager

ACCEPTED THIS 1 DAY OF
June 1964
ON BEHALF OF THE STATE OF OREGON
ACTING BY AND THROUGH ITS STATE
HIGHWAY COMMISSION.

By R. L. Porter
R. L. Porter

Title Deputy State Highway Engineer

Permit of Entry

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA 94105 IN REPLY PLEASE REFER TO

[illegible] 21, 1953 [illegible]1323-2

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM

R. C. NISSEN
ASSISTANT CHIEF ENGINEER

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM

G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

A. D. DEMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

C. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

[illegible]

[illegible]

[illegible]

1. [illegible] to be performed in accordance with plans and specifications subject to prior approval of Southern Pacific Company.

2. [illegible] to assume the entire cost of the [illegible] and to reimburse Southern Pacific Company for any expense incurred by Southern Pacific Company in protecting its facilities and operations during the period of construction.

3. Contractors performing work on or adjacent to railroad property will be required to furnish railroad protective and other insurance in accordance with terms of Rule [illegible] PM 20-12 as to operations on or adjacent to railroad property.

-2-

[illegible] of any [illegible] permission of any of [illegible] any small, at its [illegible] to [illegible] for [illegible] of Lessee's Public- [illegible] on each 1 inch.

[illegible] will grant to [illegible] form of easement for [illegible] illustrated on [illegible] [illegible] form Public Con- [illegible] a period of [illegible] [illegible] Earlier [illegible] small, [illegible] [illegible] [illegible]

RECEIVED
MAY 18 1964
FOR FILING

Shaw

MEMO TO FILES, 4/23/64

CITY OF SPRINGFIELD: 2nd & 3rd Streets Couplet, Springfield Hwy #228
28th St. Connection, McKenzie Hwy #15

A letter of November 5, 1963, to Mr. L. P. Shaw is attached along with a cost breakdown for Springfield's share of construction of the 2nd and 3rd Streets Couplet.

The supplemental agreement covering the couplet was approved by the Highway Commission on 11/22/63 and by the B.P.R. on 12/6/63.

On 4/17/64 an agreement was sent to City for traffic signal installation on couplet at Centennial Street crossing which City was requested to sign and return with $14,350 deposit to cover half of anticipated cost.

On 4/20/64 City Manager Smiley phoned to say that he had assurance of Mr. R. L. Porter (letter 2/10/64) that sufficient funds were forthcoming to cover this cost.

After talking with Mr. Porter, I called Mr. Smiley and acknowledged that our request for this advance deposit was in error and that City's final payment on 2nd & 3rd Streets couplet, due prior to 7/15/64, would be more than enough to cover this.

As of this date, State has received a sum of $50,000 for the 2nd & 3rd Streets couplet, and City plans to deposit an additional $30,000 in the near future. By agreement, the $30,000 is due on or before 7/15/64.

The $30,000 is to be applied as follows:

$13,899.37	to cost	of construction of 2nd & 3rd Streets Couplet;
14,350.00	" "	of signalizing 2nd and 3rd Streets intersections with Centennial Boulevard in Springfield; and
1,750.63	" "	reconstruction of 28th Street and McKenzie Highway (Main Street).

This office is preparing an agreement on a 75%-25% basis for construction and right-of-way acquisition on the McKenzie Highway project. This will be presented for Mr. Smiley's consideration prior to final preparation by our Legal Division.

Another agreement covering cost and signalization of the McKenzie Highway project will be prepared by Traffic Engineering Division and will be on a 50%-50% basis.

Don Harwell

Don Harwell, Office Engineer
County and City Division

DNH:mm
cc: R. L. Porter
L. P. Shaw

NOTED
LLOYD P. SHAW

RECEIVED
APR 24 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. L. [illegible]

"Q" STREET-[illegible]ZIE HIGHWAY SECTION OF THE SP[illegible]FIELD HWY.

City of Springfield Est. Cooperation based on bid received from Inter-City Construction Co., Eugene, Oregon

NOTED DON HARWELL

NOTED R. M. ALLISON

NOTED H. S. COX

NOTED R. H. PRANGE

Item		Unit Price	Amount
1. Clearing and Grubbing	53%		$ 5,300.00
2. Drainage Excavation, Unclassified	1,915 cu.yds.	$ 3.00	5,745.00
3. General Excavation, Unclassified	15,910 cu.yds.	1.00	15,910.00
4. Short Overhaul	3,200 yd.stas.	0.02	64.00
5. Finishing Roadbed and Slopes	53%		1,325.00
6. 8-inch Sewer Pipe	700 lin.ft.	1.82	1,119.60
7. 12-inch Sewer Pipe	2,300 lin.ft.	3.00	6,900.00
8. 15-inch Sewer Pipe	4,070 lin.ft.	4.00	16,280.00
9. Concrete Inlets, Type D	9 only	100.00	900.00
10. Concrete Inlets, Type CG-1	35 only	100.00	3,500.00
11. Concrete Manholes	11 only	110.00	1,210.00
12. Adjustment of Manholes	2 only	50.00	100.00
13. Reconstruction of Manholes	1 only	75.00	75.00
14. Concrete Curbs and Gutters	600 cu.yds.	36.00	21,600.00
15. Concrete Walks and Driveways	170 sq.yds.	4.50	765.00
16. Coarse Crushed Material in Base	20,650 tons	1.30	26,845.00
17. 3/4" - 0 Material in Base	2,150 tons	1.40	3,010.00
18. Sprinkling	340 M-gals.	5.00	1,700.00
19. Preparation of Base	53%		477.00
20. 3/4" - 0 Material in Binder Course	130 cu.yds.	4.50	310.00
21. RC-250 Asphalt	26 tons	40.00	1,040.00
22. Class "B" Asphaltic Concrete	4,570 tons	5.90	26,963.00
		Contract Items	$141,998.60
		12½% Engr. & Contingencies	17,749.83
		Est. Total Constr. Cost	$159,748.43
		40%	
		City of Springfield Share	$ 63,899.37

NOTED
[illegible]

RECEIVED
NOV 8 1963
ENGINEER
COUNTY & CITY DIVISION

Copy to Shaw 11-14-63

Balance due ~~to~~ City $13,899.37
prior to 7-15-64 — Don

RECEIVED
FEB 21 1964

6343

February 20, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 274, covering the revision of construction identification signs on the "Q" Street-McKenzie Highway Section of the Springfield Highway in Lane County, Contract No. 6353 in connection with Federal-Aid Project No. US-441(3).

This revision is required to conform to standards set up by the Bureau of Public Roads, IM-20-1-64, dated January 9, 1964.

The contractor is not equipped to do this work. The State has the special crews to do it most economically. The amount is too small to be done by separate contract.

The total estimated amount of this order is $90.00 with Federal participation of $54.00.

Your approval of the order under PPM-21-6.3, with reimbursement to be on actual cost basis, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

RECEIVED
JAN 20 1964
FOR [illegible]

11-441(3)
6252

January 17, 1964

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention Mr. E. A. Kendrew

Gentlemen:

The State Highway Department is constructing a one-way couplet consisting of Second and Third Streets in the city of Springfield. As a part of this project, it is planned to install traffic signals at the intersection of the couplet with Centennial Boulevard. For the proper operation and safeguarding of traffic, it will be necessary to interconnect the traffic signals and the railroad crossing signals. I am attaching a copy of our plan showing the proposed installation and also a copy of our signal sequence diagram showing the operation of the traffic signals upon actuation by the track circuit.

From the plan it will be noted that it is desired to install two signal bridges within the curb section protecting the railroad tracks. It will also be necessary to run conduit under the tracks as shown on the plan and the detail sketch.

The proposed signal installation and operation has been discussed with Mr. M. C. Fulks, Jr., Signal Supervisor, and other representatives of your company. We are now submitting the plan for your approval. It will be necessary that you furnish us with a contact for interconnection between the controllers for the railroad signals and the traffic signals. Would you please give us an estimate of the work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachment

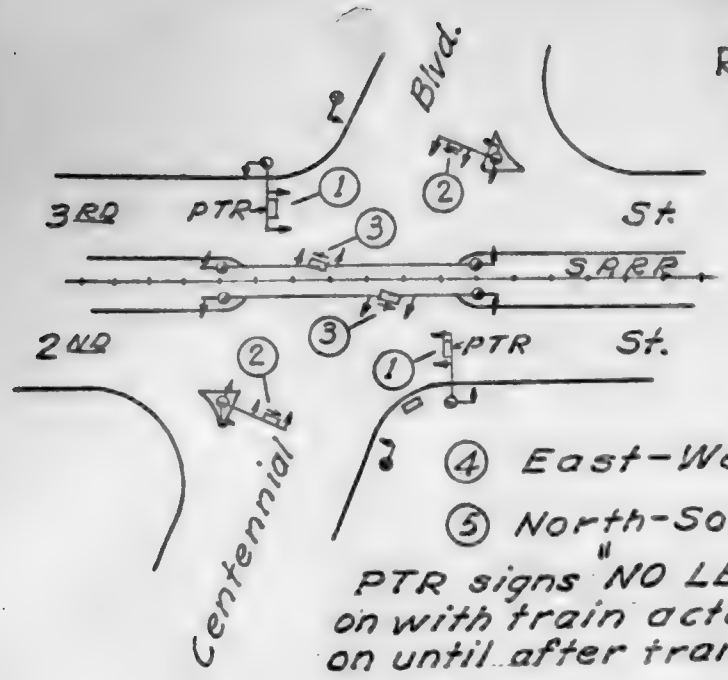
bc Forrest Cooper
R. L. Porter
F. B. Crandall

VPJ:pk jw

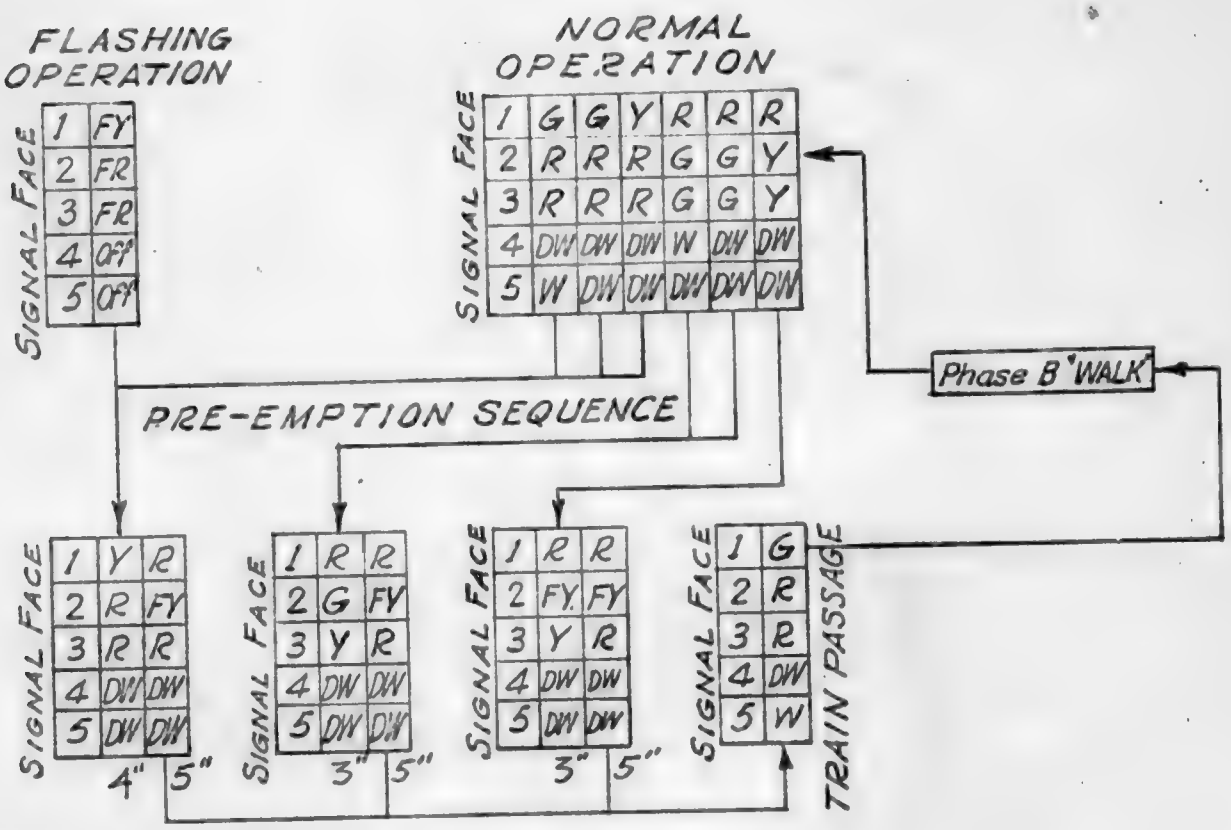
OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

RAILROAD PRE-EMPTION SEQUENCE

Springfield Hwy. at Centennial Blvd
SPRINGFIELD – LANE COUNTY
Dec. 1963



PTR signs "NO LEFT TURN" come on with train actuation, remains on until after train passage.



LEGEND

R - RED
Y - YELLOW
G - GREEN
FY - FLASHING YELLOW
FR - FLASHING RED
W - WALK
DW - DONT WALK

APPROVED: F. Hollenbeck
TRAFFIC ENGINEER
12/31/63
DATE

FORM E-983X 50M 9-63

RECEIVED
JAN 9 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. CRIDLER, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 3, 1964

Southern Pacific Company
324 Union Station
Portland, Oregon 97209

Attention: Mr. A. W. Kilborn

Gentlemen:

This will acknowledge receipt of your letter of December 23, 1963 giving the State Highway permission to enter onto Southern Pacific right of way on the "Q" Street-McKenzie Highway project at Springfield.

A copy of your letter is being sent to our Division Engineer in Roseburg who will finalize the plans for correcting the drainage situation.

Your cooperation in this matter is appreciated.

Very truly yours,

F. D. Morgan
Construction Engineer

By J F Putnam

J. F. Putnam
Assistant Construction Engineer

JFP:fp
cc Lloyd Shaw
L. R. Chandler

RECEIVED
JAN 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

B-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

911359/323-3

A. W. KILBORN
SUPERINTENDENT

December 23, 1963

Mr. Tom Edwards,
Asst. State Highway Engineer
Oregon State Highway Dept.
Salem 10, Oregon

Dear Sir:

Referring to your project at Springfield for construction of improved access between "Q" St. and Springfield paralleling our right of way on the Woodburn-Springfield Branch:

Under a separate project with the Soil Conservation Service and City of Springfield two of our trestles were filled and a separate structure built to span what is now the "Q" St. ditch. Your present construction will fill parallel to our right of way and will leave pot holes where water will be trapped at the depressions where the old toes were filled.

This has been discussed with your Mr. Gall, and this is your authority to enter upon our right of way to fill the pot holes where necessary and to otherwise improve drainage in this area.

Yours truly,

A W Kilborn

Show Mr. Gall Limits of your proposed work

CONSTRUCTION DIVISION
RECEIVED
JAN 2 1964
NOTED
ACE ACE ACE COE

REFERRED TO
By Construction Engineer

RECEIVED
DEC 27 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 27 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 24 1963
FOR FILING

6353

December 23, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State's share of flagging on the "Q" Street-McKenzie Highway Section of the Springfield Highway in Lane County, Contract No. 6353 in connection with Federal-Aid Project No. US-441(3).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DP:mb
Enc.

RECEIVED
DEC 17 1963
FOR FILING

US-441(6)

6253

MISC. CONTRACTS and AGREEMENTS No. 27117

Salem, Oregon
December 4, 1963

Agenda Item 4-p

Mr. H. S. Cox
County & City Engineer
Office

Supplemental Coop. Constr. Agr.
"Q" Street-McKenzie Highway Sec.
Springfield Hwy.
City of Springfield

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of a supplemental cooperative construction agreement with the City of Springfield covering the "Q" Street-McKenzie Highway section of Springfield Highway in Lane County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the City of Springfield.

Secretary

rn
Attach: 1

R E S O L U T I O N

WHEREAS, the Common Council of the City of Springfield has been heretofore advised that the State of Oregon, by and through its State Highway Commission, for the purpose of furthering the development of a highway system in the State of Oregon, has located and proposes to construct the Eugene-Springfield Highway, State Secondary Highway No. 227 along the northerly edge of the City of Springfield, and

WHEREAS, the City has preliminary plans for an urban redevelopment project in the westerly part of the City of Springfield and has requested the State to designate and construct a one-way couplet on Second and Third Streets and their extensions between "Q" and "E" Streets, and

WHEREAS, there has been presented and examined by the Council a certain agreement between the State of Oregon and the City of Springfield with reference to the above described improvements, and

WHEREAS, the Common Council is in agreement with all things provided therein and in particular with the things to be done by the State, and the things to be done by the City as set forth therein.

NOW THEREFORE, BE IT RESOLVED:

1. That the Mayor of the City of Springfield and the City Recorder of the City of Springfield are hereby directed and instructed to execute on behalf of the City of Springfield that certain agreement attached hereto which is an agreement between the State of Oregon, by and through its State Highway Commission, and the City of Springfield pertaining to the construction of a one-way couplet on Second and Third Streets in the City of Springfield between "Q" and "E" Streets.

2. That said agreement and a copy of this Resolution shall be promptly forwarded to the Oregon State Highway Commission as soon as the same are signed by the Mayor and Recorder.

Passed by the Common Council this 11th day of May, 1959, by a vote of 6 for and 0 against.

Approved by the Mayor this 11th day of May, 1959.

Edward C. Hansen
Mayor

ATTEST:

William C Bonsell
City Recorder

RECEIVED
NOV 15 1963
FOR FILING
(-)
6353

November 15, 1963

Oregon State Highway Commission

Gentlemen:

The City of Springfield and the State of Oregon entered into an agreement December 28, 1960, in connection with the construction of the "O" Street-McKenzie Highway Section of Springfield Highway No. 228.

A supplemental agreement extending the project from "E" Street to South "A" Street and providing for proper establishment and construction of the highway is presented for your consideration.

The supplemental agreement requires the State to prepare plans, award contracts, and supervise construction. It requires the City to relocate or cause to be relocated, without cost to the State, all privately or City-owned utility conduits, poles, mains, and pipes required to regulate parking on Second and Third Streets by enacting and enforcing an ordinance.

Under terms of agreement dated December 28, 1960, the City of Springfield has deposited with State an advance deposit of $50,000 with a balance of approximately $14,000 due on or before July 1, 1964. The original agreement remains in full force and effect except as altered by this supplemental agreement.

Your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox
C. H. Maison

LS/DH:mm bbc

RECEIVED
NOV 12 1963
FOR FILING

6252

November 8, 1963

Mr. Frank E. Bailey,
City Manager
City Hall
Springfield, Oregon

Dear Mr. Bailey:

Enclosed is an estimate based on contract prices of the 2nd and 3rd Street couplet in Springfield. These quantities refer to the portion of the work that is covered in the City-State agreement.

For estimating purposes we have computed the City's share at 40 percent; however, this is on the conservative side and varies a little on each project. The exact ratio will not be known until a final Bureau of Public Roads audit is made at the completion of the work but assuming that there are no overruns in the contract items or in the contingencies, you could probably expect that the City's share would be closer to 38 percent than 40 percent.

If there is anything further that you need on this matter, please let me know.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLPrma
enc.
cc Mr. Forrest Cooper
Mr. Victor D. Wolfe

"Q" STREET-McKENZIE HIGHWAY SECTION OF THE SPRINGFIELD HWY.

City of Springfield Est. Cooperation based on bid received from Inter-City Construction Co., Eugene, Oregon

	Item		Unit Price	Amount
1.	Clearing and Grubbing	53%		$ 5,300.00
2.	Drainage Excavation, Unclassified	1,915 cu.yds.	$ 3.00	5,745.00
3.	General Excavation, Unclassified	15,910 cu.yds.	1.00	15,910.00
4.	Short Overhaul	3,200 yd.stas.	0.02	64.00
5.	Finishing Roadbed and Slopes	53%		1,325.00
6.	8-inch Sewer Pipe	780 lin.ft.	1.82	1,419.60
7.	12-inch Sewer Pipe	2,320 lin.ft.	3.00	6,960.00
8.	15-inch Sewer Pipe	4,070 lin.ft.	4.00	16,280.00
9.	Concrete Inlets, Type D	9 only	100.00	900.00
10.	Concrete Inlets, Type CG-1	35 only	100.00	3,500.00
11.	Concrete Manholes	11 only	110.00	1,210.00
12.	Adjustment of Manholes	2 only	50.00	100.00
13.	Reconstruction of Manholes	1 only	75.00	75.00
14.	Concrete Curbs and Gutters	600 cu.yds.	36.00	21,600.00
15.	Concrete Walks and Driveways	170 sq.yds.	4.50	765.00
16.	Coarse Crushed Material in Base	20,650 tons	1.30	26,845.00
17.	3/4" - 0 Material in Base	2,150 tons	1.40	3,010.00
18.	Sprinkling	340 M-gals.	5.00	1,700.00
19.	Preparation of Base	53%		477.00
20.	3/4" - 0 Material in Binder Course	180 cu.yds.	4.50	810.00
21.	RC-250 Asphalt	26 tons	40.00	1,040.00
22.	Class "B" Asphaltic Concrete	4,570 tons	5.90	26,963.00
			Contract Items	$141,998.60
			12½% Engr. & Contingencies	17,749.83
			Est. Total Constr. Cost	$159,748.43
				40%
			City of Springfield Share	$ 63,899.37

RECEIVED
NOV 7 1963
FOR FILING

November 7, 1963

Inter-City Construction Co.
3698 Franklin Blvd.
Eugene, Oregon

Gentlemen:

The State Highway Commission on October 10, 1963, accepted your proposal for grading, paving and structures on the " " Street-McKenzie Highway Section of the Springfield Highway in Springfield, Lane County, for the sum of $358,718.80 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6353. Contract forms are being prepared and will be mailed to you for execution.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Pacific Builder & Engineer, Inc., Seattle
Daily Journal of Commerce, Seattle
Daily Hournal of Commerce, Portland

fp

RECEIVED
NOV 14 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

November 7, 1963

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.EC Salem, Oregon

Oregon Project US-441(3)
"Q" Street-McKenzie Highway Section
Grading, paving and Structures

As requested in Mr. Young's letter of November 6, 1963 advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6353 to Inter City Construction Company of Eugene, Oregon, low bidder in the amount of $358,718.80 at the October 8, 1963 bid opening.

Though Mr. Young's letter did not so indicate, our concurrence is based on supplemental information furnished as requested in our September 16, 1963 authorization memorandum.

Mr. Cox's October 17, 1963 letter furnished copies of the October 9, 1963 encroachment resolution.

Mr. Litchfield handed copies of the Southern Pacific Company's November 5, 1963 conditional approval letter to representatives of this office. Changes requested by the railroad involve reductions in widths of easements only without affecting the design.

original to Young
11-14-63

NOTED
LLOYD P. SHAW

RECEIVED
NOV 12 1963
FOR FILING

12 441 (2)
A. W. KILBORN
SUPERINTENDENT
6852

B-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

November 5, 1963

IN REPLY PLEASE REFER TO
911359/323-3

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. T. H. Litchfield

Dear Sir:

Referring to telephone conversation with Mr. Kendrew of our Engineering Dept. relative construction of 2nd and 3rd St. one-way couplet, Springfield:

We have been informed that on Nov. 4 the City of Springfield accepted the permit of entry dated Oct. 31, which permits their entry upon our property as indicated on attached print of Portland Divn. dwg. C-108 rev. Oct. 3 and dwg. C-109 rev. Oct. 1, 1963, with the understanding they comply with all stipulations contained in the permit of entry. Plans previously submitted covering this project are satisfactory provided occupancy of our right of way is in accordance with the attached drawings.

Would appreciate being furnished a set of plans with corrections made according to our drawings C-108 and C-109.

Yours truly,

A W Kilborn

cc: Mr. Frank R. Smiley
City Manager
City of Springfield
Springfield, Ore.

RECEIVED
NOV 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

cc: AW Parsons (2)
RL Porter
LP Shaw
LH Young
FO Morgan
FO Scott
LR Chandler
CC Gall
11-6-63

NOTED
LLOYD P. SHAW

URBANA FIRST

L' 3°00 CR
T= 12°57'
ST: 366.95

300 SPIRALS
Δ: 4°30'
a: 1.0

L'=35'x02.02 PCS

L'=34'x70.33' PSC

L'=31'x70.33' PS

PARCEL 2

380

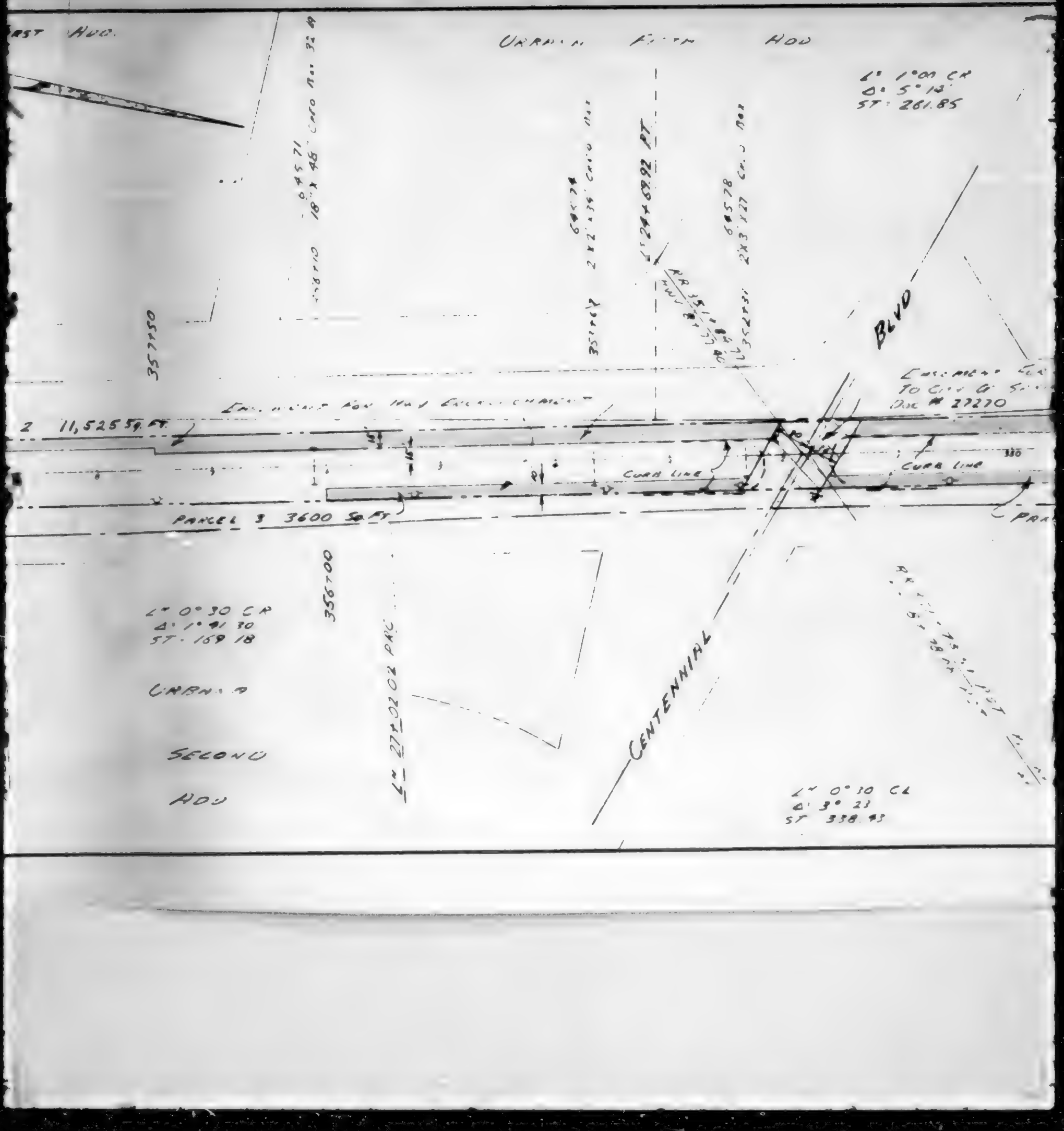
TO SPRINGFIELD

DE RA PARK ADD.

L'=30'x40.33' PT

LEGEND

- YELLOW TINT SHOWS EASEMENTS
- SHOWS S.I? CO. PROPERTY LINE
- SHOWS LOCATED HWY E
- HATCHED SHOWS EXISTING EASEMENTS


URBAN
HOU
BLVD
CURB LINE
CURB LINE
PARCEL 3 3600 Sq Ft
CENTENNIAL
SECOND
HOU

L = 1°00' C.R.
Δ = 3°42'30"
ST. = 185.48

URBANA FOURTH

L = 192.46 PRC

300.00

L = 15.73.78 PC

PARCEL 5 8,835 Sq Ft.

EASEMENT FOR HWY. CONSTRUCTION

N 13° 57 W AR Bear. Co

PARCEL 4 3650 Sq Ft

EASEMENT FOR HWY. CONSTRUCTION

L = 120.25.35 PRC

L = 0°30' CR
Δ = 1°21'30"
ST. = 169.48

655.92
2°12'00" Curve Rad.

655.23

L = 15.75.76 POT.

SAN CO 300.00 = 18.35 POT.

1100

646

CANAL

RIW

146.00
OD TRAVERSE

CS 33B+46.7

FUTURE EUGENE - SPRINGFIELD HWY

HWY RIW

EASEMENT FOR HWY OPERATIONS
TO STATE OF OREGON

30

30

N 12° 18' 30" W HWY GRID BEARING

EASEMENT FOR [illegible]
TO [illegible] RD WIDE
DOC # 27717

HWY L° 1914 7174 POC
RR 335+15.66 POT

FLOOD WAY

HWY RIW

SC

EASEMO
TO
SCH

PORTLAND DIV'N

DRAWING C-109

SHEET NO.

146.06
35.00 TO P.O.E.

CHANNEL

RIW

RIW

HWY RIW

℄ FUTURE EUGENE - SPRINGFIELD HWY

ST.

EASEMENT FOR HWY ENCROACHMENT
TO STATE OF OREGON

30

30

Sc

J3 WOODBURN

330

FRANCHISE #416
GRANTS 60' R/W
OVER Q ST.

EASEMENT FOR HWY ENCROACHMENT
TO [illegible] AD WILL
DOC # 27717

HWY ℄ 191+71.74 POC
RR 335+75.68 POT

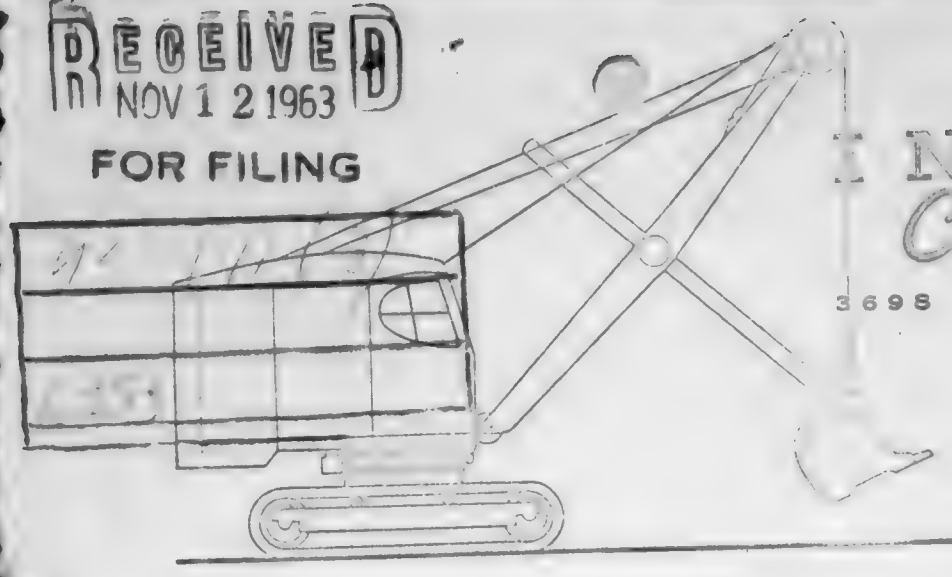
HWY RIW

Q

SOUTHERN PACIFIC COMPANY
PACIFIC LINES
WOODBURN - SPRINGFIELD BR
SPRINGFIELD
EASEMENT FOR HIGHWAY ENCROACHMENT
TO CITY OF SPRINGFIELD
SCALE: 1"=100' DF HWYS 15 #963
JJ REV. OCT. 1, 1963

DRAWER

RECEIVED
NOV 12 1963
FOR FILING



Moe's
INTER-CITY
Construction Co.
3698 FRANKLIN BLVD. EUGENE, OREGON
TELEPHONE PARKWAY 6-7613

EQUIPMENT RENTALS
ROAD & SEWER CONTRACTORS
EXCAVATION & PILE DRIVING MILL POND CLEANING

November 4,1963

Oregon State Highway Department
Salem, Oregon

Attn. L.H.Young

Gentlemen:

Pursuant to our telephone conversation of this date, we grant you an extension of fifteen days in which to award the Contract for the Construction of Grading, Paving and Structures on the "Q" St. - McKenzie Highway Section of the Springfield Highway in Lane County, Oregon.

Yours very truly,

INTER-CITY CONSTRUCTION CO.

By _____
President

#6353
plus -1c

cc

NOTED
FLOYD QUERY

RECEIVED
NOV 5 1963
OFFICE ENGINEERING
DIVISION

Hearing — note in your Interest card

FG

RECEIVED
NOV 1 1963
FOR FILING

43-441(3)
L353

Shaw
DEPUTY STATE HIGHWAY ENGINEER

October 23, 1963

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: Your letter No. 911359/323-3

Dear Mr. Kilborn:

Thanks for your letter of October 11 relative to right of way requirments for the construction of the 2nd-3rd Street Secondary Highway in Springfield.

We have not anticipated a need for any further property acquisitions on this project having already purchased right of way as designated by the State Highway Department some two years ago. In reviewing the plans with State Highway officials and having discussed the situation with your Mr. Kendrew, we would like to propose that a longitudinal easement be provided as shown on your drawings C-108 and C-109. We would further propose a nominal payment of $100 for this easement.

I have been informed that a 'permit of entry' has already been requested through your San Francisco offices. We appreciate this consideration and urge the expediting of the permit to allow work to begin before wet weather interferes.

Thanks for your continued cooperation on this most important public project.

Very truly yours,

Frank R. Smiley

Frank R. Smiley
City Manager

RECEIVED
OCT 25 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FRS:MP

cc: Forrest Cooper

RECEIVED
OCT 21 1963
FOR FILING

October 18, 1963

Mr. Frank R. Smiley
City Manager
City of Springfield
Springfield, Oregon

Dear Mr. Smiley:

Reference is made to a recent letter from the Southern Pacific Company to you relative to the 2nd and 3rd Street couplet in Springfield.

Mr. Kilborn was mistaken in thinking that the Highway Department withdrew the project from the last bid opening. Bids were opened for this work and a satisfactory bid received. The Highway Commission referred the project to the Highway Engineer with authority to award the contract as soon as right-of-way problems with the Southern Pacific Company have been settled.

The State has 30 days in which to present the contract to the low bidder and we hope that the right-of-way matter may be finished within that time. If additional time is necessary, we will endeavor to get an extension from the low bidder.

If you need anything further on this subject, please do not hesitate to call on me.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

HLPiss
cc Mr. Forrest Cooper
Mr. Victor D. Wolfe
Mr. T. W. Litchfield

S-2440-B

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

A. W. KILBORN
SUPERINTENDENT

October 11, 1963

911359/323-3

Mr. Frank R. Smiley
City Manager
City of Springfield
Springfield, Oregon

Dear Sir:

Referring to telephone conversation October 8 with member of our Engineering Department relative construction of 2nd and 3rd Street one-way couplet project from Main Street to "Q" Street, Springfield, Oregon.

We have requested Oregon State Highway Department to provide a minimum of 15 ft. clearance from the center line of our track to the face of the highway encroachment and have been informed that they can provide this clearance, however, in order to construct the street as proposed by Oregon State Highway Department it is necessary to encroach upon Southern Pacific Company property as shown on the attached print of our drawing C-108 and C-109. Due to this encroachment desire an appraisal of this property from the City to be either covered by a longitudinal easement or to be purchased by the City of Springfield.

Understand that Oregon State Highway Department has withdrawn this project from their agenda and possibly will include it in their November awarding of contracts.

We do not have final approval on this project from our interested departments and would appreciate you furnishing appraised value of the property which will expedite our handling.

NOTED
J. L. PORTER

Yours truly,

A. W. Kilborn

STATE HIGHWAY COMMISSION
OREGON
OCT 11 1963
RECEIVED

cc - Mr. Forrest Cooper
State Highway Engineer
State of Oregon
Salem 10, Oregon

RECEIVED
SEP 30 1963
FOR FILING

US-441(2)

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

September 16, 1963

Original signed by
G. R. Brooks
Asst. Engineer

By: G. R. Brooks
District Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-DA

Oregon Project US-441(3)
"Q" Street-McKenzie Highway Section
Grading, paving and structures

P. S. and E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance unnecessary as indicated in Mr. Wright's September 10, 1963 letter except for 1 parcel on which negotiations are in progress with the expectation that this parcel will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Requirements of subparagraph 23d of PPM 21-10 regarding submission of an agreement are being waived with the understanding that in addition to right of entry written evidence that the Southern Pacific Railroad Company has approved the design plans will be submitted prior to our concurrence in award.

Your September 11, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. The report indicates that these adjustments will be made on a non-participating basis. The project agreement estimate should be modified accordingly.

The 8-12-63 draft of your supplemental agreement with the city of Springfield is considered satisfactory except for the omission of the provision regarding encroachments. Execution of the encroachment resolution previously used with submission to this office prior to our concurrence in award will be satisfactory to correct this omission. Conformed copies of the supplemental agreement should be furnished for our approval prior to the execution of the project agreement.

original To Young -with attach.
cc Gifford
9-30-63

NOTED
LLOYD P. SHAW

RECEIVED
SEP 13 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 10, 1963

Q-Street - McKenzie
Highway Project
Springfield Highway
Lane County

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

COPY

Dear Sir:

One file remains outstanding on this project:

File No. 35386 - Southern Pacific Railroad

The encroachment upon the railroad property is now under study by Southern Pacific Company officials and we have reason to believe that the transaction will be approved by them by the date of bid opening.

With the possibility that a substantial amount of work might be completed this Fall, it appears to be in the public interest to proceed with the advertising for bids with award of the contract to be contingent upon receipt of a right of entry from the Southern Pacific Railroad Company.

No displacements have occurred as a result of right of way takings for this project.

All areas required for the project will be available for use and occupancy of the contractor upon receipt of authority to enter the minor encroachment on Southern Pacific property.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

NOTED
LLOYD P. SHAW

Walter T. Wright
Right of Way Engineer

WTW:SM
cc: Lloyd P. Shaw
L. H. Young
C. H. Maison
L. I. Lindas

RECEIVED
SEP 10 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 29 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 27, 1963

Mr. Frank B. Smiley
City Manager
City Hall
Springfield, Oregon

Subj: "Q" Street-McKenzie Highway
2nd & 3rd Street, Springfield

Dear Sir:

This office has checked over Mr. Eison's comments as set forth in your August 7th letter.

Item 1, regarding curb cuts, standards will be revised on the plans to your dimensions.

Item 2, regarding rip rap at the floodway, will be incorporated in the plans. The storm drain connections are being checked in the field by our division personnel.

Item 3, the 4" and 2" water line has been checked and can be cut and plugged. The manholes referred to will be located and placed on the plans by the division office personnel.

Item 4, the 40-foot width of streets C, D, and E is shown on the typical section for said streets on Sheet 2A.

Item 5, the curb cut will be eliminated.

Item 6 is being handled by our Traffic Division on a separate contract. This includes railroad as well as traffic signals.

Very truly yours,

F.C. Cooper
State Highway Engineer

DNS:jp

By

F.D. Morgan
Construction Engineer

cc: General Files
Frank Hall

RECEIVED
AUG 1 0 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

6453

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

August 12, 1963

Original signed by
M. E. Martin
Dist. Engineer

By: M. E. Martin
Acting Division Engineer

A. W. Parsons, Division Engineer
08-35.0 Salem, Oregon

Oregon Project US-441(3)
"Q" Street-McKenzie Highway Section

Mr. Nash's August 5, 1963 letter advised that complete P.S. & E. documents for the subject project have been submitted to this office and requested our authorization to advertise the project for bids to be received August 27, 1963.

We have, as of this date, not received even a preliminary copy of the proposed agreement with the Southern Pacific Company relative to the construction of the subject project. We therefore, are unable to either approve the P.S. & E. documents or authorize you to advertise the projects for bids to be received August 27, 1963.

Your request to permit an advertising period of less than three weeks would have been considered had the agreement been received prior to noon today. Further consideration cannot be given to this request as there are now less than two weeks available during which the project may be advertised.

NOTED
LLOYD P. SHAW

original To young
attention. Nash
8-19-63

RECEIVED
AUG 9 - 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 6, 1963

NOTED
R. L PORTER
CONSTRUCTION DIVISION
RECEIVED
MAY 6 1963

Mr. Frank R. Smiley
City Manager
City Hall
Springfield, Oregon

"Q" Street
McKenzie Highway Sect.
FAS 860
2nd & 3rd Couplet
Springfield

Dear Sir:

In line with your recent request in a meeting with Mr. Porter, we are attaching two prints showing cross section on subject section between Station 12+00 and 17+50 on which are shown presently proposed slopes and revised slopes to eliminate easements. These easements were originally taken to construct a narrow pathway back of the curb and permit drainage of any low spots remaining on private property, as can be seen from the cross section. These easements may be eliminated if it is desired to reduce berm width back of the curb and possibly leave some potholes on private property.

I am also attaching a print of the 28th Street intersection of the McKenzie Highway showing our presently proposed plan as you request at the meeting. We reviewed the radius of the McKenzie Highway on the 28th Street in the SW quadrant and have reduced it from 75' to 60'. It is the feeling of this office that this should not be reduced beyond this radius.

We have previously sent to you the railroad encroachment map and cross sections and copies of the 2nd and 3rd Street interchange of "Q" Street.

The preliminary plans of this project should be completed and mailed to you by the middle of May.

RECEIVED
MAY 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

Forest Cooper
State Highway Engineer

By D. J. Barbee

D. J. Barbee
Assistant Construction Engineer

DJB:wb
cc: Porter

RECEIVED
AUG 13 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

US 40 (1) (3)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 6, 1963

Mr. A. V. Fuhrman, Division Engineer
U. S. Bureau of Public Roads
477 Federal Street N.E.
Salem, Oregon

Right of Way Status Report
Q-Street-McKenzie Highway
Section
Springfield Highway
Lane County
August 27 Bid Opening

Dear Sir:

Right of way on this project is to be acquired by the City of Springfield. Mr. Frank Bell, Jr., attorney for the city of Springfield advised the Department that all one parcel of right of way remains on this project from the Springfield Urban Renewal Agency of Lane County was under consideration by the appropriate Federal agency in San Francisco.

Mr. Bailey advised that one of the following will be accomplished by the date of the opening.

(1) A signed instrument of conveyance of the area involved would be in our hands.

(2) A permit of entry covering the area involved would be in our hands.

(3) A filing in condemnation covering the area involved would be made.

No easements and encroachments needed from the Southern Pacific Railroad Company are being handled by our Utility Engineer and have been reported by separate letter. It is my understanding that the Railroad Agreement is presently in the San Francisco office of the Railroad Company for execution and will be returned to the Portland office of the Railroad Company this week.

No relocations are involved on this project.

Very truly yours,

L. I. LINDAS
Chief Counsel

NOTED
LLOYD P. SHAW

By

Walter T. Wright
Right of Way Engineer

RECEIVED
AUG 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

WTW:mm
cc: Lloyd Shaw
L. H. Young
L. H. Nelson
L. I. Lindas

RECEIVED
AUG 8 - 1963
FOR FILING

477 Cottage St. N.E.
Salem, Oregon

August 1, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.2-0 Salem, Oregon

Oregon Federal-aid Urban Program

Mr. Young's July 26, 1963 letter requested the addition of a single Stage 2 project to the subject program. Our Regional office has approved this project effective July 31, 1963, as listed below:

Item	Project	Location	Work
138	US-441(3)	2nd-3rd St. Complet (Springfield)	Grade, pave, str.

You are authorized to proceed with preparatory work for utility adjustments on the project effective August 1, 1963.

Approval is with the understanding that your certification of public hearing requirements will be furnished prior to our authorization to advertise the project for bids.

A draft or executed supplement to your December 28, 1960 agreement also should be furnished prior to advertising covering the entire project and including other clauses currently being used for such agreement.

This approval provides for 1.04 miles of improvements at a total estimated cost of $380,000 with Federal-aid funds reserved in the amount of $228,000. Your unprogrammed balance of urban funds is thereby reduced to $1,890,991 according to our records of this date.

NOTED
LLOYD P. SHAW

original To Young
8-8-63

RECEIVED
JUL 16 1963
FOR FILING

July 15, 1963

Southern Pacific Company
324 Union Station
Portland 9, Oregon

ATTENTION: Mr. A. W. Kilbert

Re: Railroad Encroachment
"Q" St.-McKenzie Highway Section
(Second & Third Street Couplet)
Springfield Highway - Lane County
YCOH FILE: 911S39/S26-2

Gentlemen:

This is in reply to your letter of July 1, 1963, concerning the subject. You request that our encroachment easement be revised so as to not encroach any closer than 15 feet to the centerline of your tracks. Therefore, we propose to do the following:

(1) Revise our encroachment map to show encroachments not closer than 15 feet, except in the vicinity of Station 49. In this area the back of our curb is approximately 14.5 feet from your centerline. Hence for a distance of approximately 50 feet we will show the easement to follow the back of the curb line.

(2) Request a permit of entry from you to allow our contractor to perform the necessary work between our curb line and your tracks to complete the highway roadbed and finish the sidewalking area back of the curb line to give a neat appearance and eliminate potential drainage problems.

Under separate cover we are sending you two prints of the preliminary plans of this section which do not yet reflect the changes outlined above. Two prints are also being sent to your office in San Francisco. Bids are scheduled to be opened for this project on August 27, 1963, and, therefore, we would appreciate an early reply to this proposal.

NOTED
R. L. PORTER

Very truly yours,

F. D. Morgan
Construction Engineer
By ORIGINAL SIGNED /
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
JUL 16 1963
OFFICE OF
STATE HIGHWAY ENGINEER

TWL:bjh

cc: Southern Pacific Co.
San Francisco, California
ATTN: Mr. H. M. Williamson

Mr. Frank R. Smiley, City Manager
City of Springfield
Springfield, Oregon

cc: R. L. Porter (w/copy SP letter)
L. H. Young "
L. P. Shaw "
H. S. Cox "

RECEIVED
JUL 16 1963
FOR FILING

July 15, 1963

Mr. William E. Mansell
Finance Director
City of Springfield
Springfield, Oregon

Dear Mr. Mansell:

This will acknowledge receipt of City of Springfield Check No. 8854 in the amount of $30,000, which is the second payment by the City for its share of the cost of the construction of the 2nd and 3rd Street couplet.

The Highway Department tentatively plans to call for bids on this work in August.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLPrpe

cc Mr. Forrest Cooper
Mr. C. K. Maison
Mr. H. S. Cox

CITY OF SPRINGFIELD

SPRINGFIELD, OREGON

July 11, 1963

OFFICE OF THE
CITY RECORDER-TREASURER

State of Oregon
State Highway Department
State Highway Office Building
Salem, Oregon

Attention: Mr. Forrest Cooper, Engineer

Dear Mr. Cooper:

I enclose a City of Springfield check in the amount of $30,000.00, which represents the second payment by the City of Springfield on its share of the cost of the construction of the 2nd and 3rd Street couplet in this city.

A balance of $30,000.00 has been budgeted in the 1963-64 city budget and represents the third and final payment of the city's share of the cost in this project. We anticipate that this final payment will be made in the very near future to your office to fulfill the city's financial obligation for the construction as provided in an agreement between the city and the State Highway Commission, dated December 28, 1960.

Acknowledgement of the receipt of this check for the construction will be greatly appreciated at your earliest convenience.

Very sincerely,

William E. Mansell

William E. Mansell
Finance Director

WEM:ms

Enc.

Check No. 8854 for $30,000
2nd payment placed in safe
Fri 7-12 to go to Acctg 7-15

F. Carey

RECEIVED
JUL 12 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

A. W. KILBORN
SUPERINTENDENT

IN REPLY PLEASE REFER TO
911359/323-2

July 1, 1963

CONSTRUCTION DIVISION
RECEIVED
JUL 2 1963

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem 10, Oregon

Attention: Mr. T. W. Litchfield

Dear Sir:

Referring to your letter March 27 relative to encroachment map and cross section of Second and Third St. couplet of Springfield Highway, Lane County:

Encroachment on railroad property as suggested by your present plans would tend to create an adverse condition by encroaching to within 10 ft. of the centerline of our track.

It would appear that the highway construction could be programmed so as to permit at least 15 ft. clearance from centerline of our track. We feel this permanent highway construction should provide us with a minimum of 15 ft. so we may maintain our track facilities without the necessity of entering upon a city street.

Please advise if, with further study, your design will permit this type clearance.

Yours truly,

A. W. Kilborn

cc: Mr. Frank R. Smiley, City Manager
City of Springfield
Springfield, Ore.

Copy to:
D.J. Barule
Frank Hall
H.S. Cox
7-3-63

cc: Mr. Rod L. Porter, Deputy State Highway Engineer

RECEIVED
MAY 1 - 1963
FOR FILING
US-441(3)
6353

NOTED
R. L. PORTER

April 24, 1963

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: Regarding Easements for the 2nd-3rd Street project.

Dear Mr. Kilborn:

Following a recent discussion with Mr. Kendrew of the Southern Pacific Railroad regarding additional easements requested by the State Highway Department for the construction of the 2nd-3rd Street project in Springfield, I visited with Mr. Rod Porter, Deputy State Highway Engineer, for further review.

Mr. Porter suggested that Mr. Kendrew visit with the Highway officials at his convenience, in order that details of the construction project might be discussed and the need for the easements explained. On the basis of past experience, we felt that the Railroad would prefer to prepare the form of the easement to meet the needs of the Highway Department.

For purposes of the record, please consider this letter as a request to the Southern Pacific Railroad to provide those easements required by the State Highway Department in their drawing No. SB-28-2.

If we can assist in any way on this matter, please feel free to contact this office.

Very truly yours,

Frank R. Smiley

Frank R. Smiley
City Manager

FRS:mp

RECEIVED
APR 25 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 25 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 25 1963
FOR FILING

Salem, Oregon
February 14, 1963

Mr. F. D. Morgan
Construction Engineer
Building

Attention: G. K. Attig

Proposed Connection to
Second and Third Streets
Springfield
Q Street Freeway

I am returning the print of your design for the connection of the subject streets.

Will you please contact Mr. Smiley, City Manager of Springfield, and explain to him the operational features of your design as compared to the design he proposed.

Please advise me as to Mr. Smiley's reaction.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

Attig contacted Smiley 2-18-63. He reported that Smiley seemed satisfied with Attigs 2nd and 3rd connection plan.
Steve

CITY OF SPRINGFIELD

SPRINGFIELD, OREGON

OFFICE OF THE
CITY MANAGER

October 29, 1962

Mr. Forrest Cooper, Engineer
State Highway Department
Salem 10, Oregon

RE: 5th Street Overcrossing
Mill St.-McKenzie Highway Section
Eugene-Springfield Highway

Dear Mr. Cooper:

Your letter of October 16 was delivered by Mr. Morgan and Mr. Ettig this past week and we spent some time discussing the proposed change at 5th Street and the probable effects on other routes, particularly the proposed 2nd-3rd Street project.

Following the discussion last week, I have reviewed the proposal with the mayor, the president of the City Council, and our planning consultant Howard Buford. Our unanimous conclusion was that the proposed crossing at 5th Street presents no real objection other than the way in which it might affect the need for access and egress at the 2nd-3rd project. As you will recall the original intention has been to provide a grade crossing at 5th Street initially, and at such time as a grade separation became necessary, additional ramps would be provided at the 2nd-3rd Street connection to 'Q' Street. It seems imperative to us that adequate ramps be provided now for access and egress at the 2nd-3rd Street intersection.

The usual comment which I have received, and with which I concur, is, "Why should Springfield spend close to $80,000 for the construction of 2nd and 3rd Street if an adequate connection with the new 'Q' Street Highway is not to be provided?"

In summary we agree with and encourage the proposal for the 5th Street crossing but only if adequate provision is made for access and egress at the 2nd-3rd Street intersection. To this extent, I have marked one of the maps which was left with us and am enclosing it for your consideration.

Very truly yours,

Frank R. Smiley

Frank R. Smiley
City Manager

Porter See me

FRS:mp

Encl:

FORM [illegible] 1044 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 16, 1962

Mr. Frank Smiley
City Manager
City Hall
Springfield, Oregon

RE: 5th Street Overcrossing
Mill St.-McKenzie Highway Section
Eugene-Springfield Highway

Dear Mr. Smiley:

I hand you herewith three copies of a sketch map on which is shown a section of the proposed "Q" Street routing of the Eugene-Springfield Highway. As you will note the proposed roadway passes over 5th Street.

A cost analysis of the situation indicates that it is desirable to overcross 5th Street with the proposed highway at this time rather than connect with 5th Street at grade and then take 5th Street over the top of the main roadbed some time in the future. It is our intention to construct this roadway, as shown on the enclosed sketch maps, rather than to connect at grade with 5th Street.

We are handing these sketch maps to you for your consideration and would like to receive from your office your written approval for this proposal. This proposal, by the way, results in a considerable savings in both money and design costs and disruption to existing facilities along "Q" Street and 5th Street that would be necessary under the original proposal.

Your consideration of this matter will be greatly appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By [signature]
F. D. Morgan
Construction Engineer

Enc.

GKA:jp:fp

cc General Files

RECEIVED
MAR 1 1961
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 2341

February 7, 1961

Mr. William E. Mansell
City Recorder
City Hall
Springfield, Oregon

Dear Sir:

We are enclosing a copy of an agreement between the State Highway Commission and the City of Springfield concerning improvements to Second and Third Streets as a one-way couplet section of the Springfield Highway.

This agreement has a photo copy of the signature page attached which you may insert in the copy which was retained by you.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

P.S. The original of the above agreement has been retained in this office for the Commission's files.

RECEIVED
SEP 1960
FOR FILING

September 12, 1960

Mr. Frank R. Smiley
City Manager
City of Springfield
Springfield, Oregon

Dear Mr. Smiley:

Reply is made to your letter of August 8 addressed to Mr. Tom Edwards concerning the proposed improvement of the 2nd and 3rd Street Couplet in Springfield. We shall answer your questions in turn.

1. It would appear probable that the State would be in a position to contract this couplet in the fall of 1962.

2. Our most recent estimate for the complete cost of this project is $280,000.

3. We have had the matter of reimbursement of the City of Springfield's share of this project under advisement. It is believed that the method of reimbursement can be worked out wherein the City could reimburse the State in three equal payments.

The agreement as originally worked out and approved by the City was a rather basic one, which carried, among other things, a stipulation that the agreement should not become effective until the City urban renewal project became a reality and until the approval of the Bureau of Public Roads of the one-way couplet was received. These things have now come to pass, and, as a result of many conferences, the exhibit map which was attached and some of the basic criteria can be more clearly defined.

We believe it advisable, therefore, to submit a more detailed agreement to the City for its approval, after which the agreement will be approved by the Highway Commission. Mr. Swenson is preparing such an agreement and will consult with you very shortly about it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Clarence Swenson

TE:fp mc

CITY OF SPRINGFIELD

OFFICE OF THE CITY MANAGER

August 8, 1960

Mr. Tom Edwards, Construction Engineer
Oregon State Highway Department
State Highway Building
Salem, Oregon

Re: 2nd-3rd Street Couplet
Springfield

Dear Mr. Edwards:

During the past week I discussed with your Mr. Barbee several aspects of the 2nd-3rd Street project in Springfield. To assist us in our planning and budgeting for this improvement to the highway system, I would appreciate your clarifying the following matters for us:

1. When should we plan for the project to begin?

2. What is the State's most recent estimate for complete cost of the project?

3. Must we deposit with the State our full share of the cost before work begins, as specified in the agreement, or will it be possible for the City to spread its cost over a three-year period? It is my understanding that during a conversation in your office last year Mayor Harms and Bob Turner had received your tentative approval of spreading the construction costs to ease the load on the City's financial position. We could certainly use such an assist from the State Highway Department.

We do not have in our files a copy of the agreement between the City of Springfield and the State Highway Department relating to this project. I believe the agreement was signed in February of 1959. Please submit two copies of this agreement at your earliest convenience.

Very truly yours,

Frank R. Smiley
City Manager

FRS:eg

cc: Mayor Harms

Barbee

CONSTRUC. ...ISION
RECEIVED
AUG 10 1960
NOTED-

LOCATION PROSPECTUS
2ND STREET-3RD STREET COUPLET
SPRINGFIELD SECONDARY
LANE COUNTY

9.4.60

A location survey is proposed to provide data for preparation of plans, specifications, and estimates for construction of a new highway between "Q" Street and the McKenzie Highway in Springfield. This will be a new location. There is no existing highway; however, portions of 2nd Street and 3rd Street in Springfield are within the project limits.

This will be a one-way couplet which will provide two lanes for one-way traffic on either side of the Southern Pacific Company Railroad tracks to "F" Street and then two lanes for one-way traffic on 2nd Street and 3rd Street.

The railroad crossing at South "A" Street and 3rd Street will probably prohibit north turn movements at this intersection. Northbound traffic from this area will be required to proceed to 3rd Street via South "A" Street, 4th Street and Main Street.

The following data is pertinent to this project:

Classification:	State Secondary No. 228 Federal Aid Secondary No. 860.
Program:	(Tentative) FAU 64 funds
Termini:	Northerly terminus is at "Q" Street. Thence southerly along each side of Southern Pacific Railroad Company tracks to "F" Street and then on 2nd Street (southbound) and 3rd Street (northbound) south to connections with the McKenzie Highway at Main Street.
Length:	1.2 Mile
Adjacent Sections:	None
ADT:	(1975) 8,800
Maximum Grade:	To be determined by survey
Maximum Curvature:	Same
Effective Rise and Fall:	Same

Total Rise and Fall: Same

Central Angle: Same

Typical Section: "Q" Street to "F" Street: two 12-travel lanes with 10-foot outside shoulder and 6-foot inside shoulder; on each side of railroad tracks.

"F" Street to end of project; on 2nd Street--44-foot curbed street section (two 12-foot lanes, two 10-foot parking strips) with provisions for 5-foot sidewalks on each side. On 3rd Street-- 36-foot curbed street section (two 12-foot lanes, one 10-parking strip, 2-foot curb shy next to railroad right of way) with provision for 5-foot sidewalk on easterly side.

Base design: (Tentative)

Paving, base and wear	3½"	Asphaltic Concrete
Top Course Base	2 "	3/4"-0 Crushed
Bottom course base	18 "	Coarse Crushed
Total depth	23½"	

O-11 (mod.) oil mat on shoulders: full depth paving on parking strip and curb shy area.

Material Sources: Local commercial and State controlled.

Interchanges: Partial at Eugene-Springfield Highway.

Railroad Crossings: Northbound lanes cross spur of S.P. Company tracks at "F" Street and 3rd Street. No separation proposed.

Structures: Undercrossing of Eugene-Springfield Highway 500 feet southerly of "Q" Street. Structure to be built on Eugene-Springfield Highway.

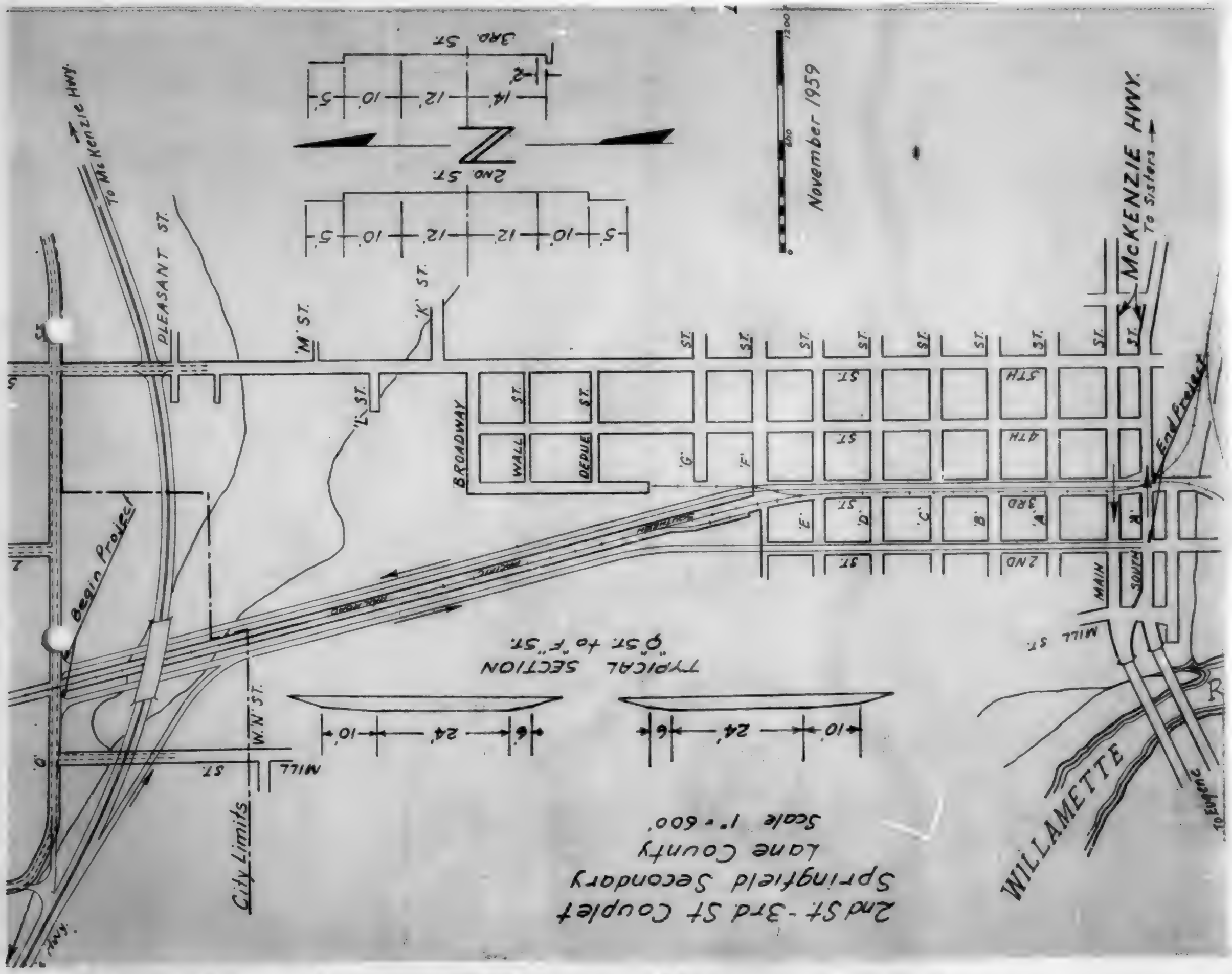
Access:	Limited to designated street, roadways, and other necessary connections.
Agreements:	Necessary with Springfield pertaining to City utilities and traffic control.
Public Hearings:	Required.
P.U.C. Maps:	For railroad crossing noted above.
State Parks:	None
Roadside Rest Areas:	None

August 4, 1960

Attachment

cc: W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
F. D. Morgan (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson
Walter T. Wright
Victor D. Wolfe

2nd St - 3rd St Couplet
Springfield Secondary
Lane County
Scale 1" = 600'



RECEIVED
APR 28 1950
FOR FILING

April 27, 1950

Mr. A. W. Kilborn
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

A few days ago in discussing the proposed Second and Third Street couplet in Springfield with Mr. Kendrew of your office, he advised that your company was opposed to granting any encroachments which would restrict your right of way to a single track at the vicinity of the K-L Connecting Road. This K-L Connecting Road is now scheduled for a hearing before the Public Utility Commissioner upon petition by the City of Springfield.

Our purpose in encroaching upon the railroad right of way with this couplet was to decrease, as much as possible, the distance between stop lines on the K-L Connecting Road where it crosses the proposed couplet. You will note from the diagram on the attached map that our 1975 estimate shows 1,000 cars crossing the tracks westbound and 375 crossing the tracks eastbound per day. Of these there are 225 vehicles which will go straight across using the K-L Connecting Road. A long distance between stop lines is, of course, dangerous in view of the time which it takes to clear the railroad crossing.

We have given this further study and now propose that we encroach only so far as to leave room for an additional track. This is shown on the attached map as being to the east of the present main line, but it could just as well be placed on the west by a very slight revision in our alignment. I would ask that you further consider this matter in view of the revised proposal.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. J. W. DeYoung

RECEIVED
FORM E-30X 50M 7-59 22-28
APR 1960
FOR FILING

Cross Referenced To:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1960

To:

SUBJECT: Second-Third Street Couplet
City of Springfield

MEMO TO THE FILE

The matter of the median width at the K-L Connector on the City of Springfield Second-Third Street Couplet has been discussed with the Bureau of Public Roads.

In view of the Southern Pacific Railway's violent objection to the plan as proposed, the Bureau of Public Roads has agreed that an additional 14 feet of width can be designed in the median. This will give the Southern Pacific room for an additional track and the additional width can be placed at a location desirable to the Southern Pacific.

Tom Edwards
Construction Engineer

TE:jw

cc Forrest Cooper
G. S. Paxson
C. G. Polk

RECEIVED
APR 18 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123-X 50M
RECEIVED
MAR 31 1960
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. PRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

NOTED
W. C. WILLIAMS

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Salem, Oregon
March 16, 1960

Meeting with Bureau of Public Roads and City of Springfield Officials re 2nd and 3rd Street Couplet

MEMO TO FILES:

The following listed persons were present at this meeting:

Mr. Fred Smiley	City of Springfield
Mr. Edward C. Harms, Jr.	City of Springfield
Mr. Geo. A. Heddinger	Urban Renewal, Springfield
Mr. L.T. Elson	City Engineer, Springfield
Mr. Howard Buford	Director, Central Lane County Planning Commission
Mr. Willis Grafe	Bureau of Public Roads
Mr. S.H. Cowan	Bureau of Public Roads
Mr. Dick McLane	Bureau of Public Roads
Mr. C. Wayne Duggan	Bureau of Public Roads
Mr. J.M. Newton	Bureau of Public Roads
Mr. Forrest Cooper	State Highway Department
Mr. F.B. Crandall	State Highway Department
Mr. D.J. Barbee	State Highway Department
Mr. Val Johnson	State Highway Department
Mr. Gerald Attig	State Highway Department
Mr. Tom Edwards	State Highway Department

This meeting was presided over by Mr. D.J. Barbee. He opened the discussion by stating the purpose of the meeting and by giving a general outline of the problems involved.

The following plans with estimates were presented and copies given to the city of Springfield and the Bureau of Public Roads:

Plan I	"Q" Street, 1/2 Diamond, Grade at 5th Street	655,500.00
	2nd Street, Four Lane "A" to "Q" Streets	184,200.00
	Total	$ 839,700.00

Plan II	"Q" Street, 1/2 Diamond	655,500.00
	2nd Street, Four Lane "A" to "Q" Streets	184,200.00
	5th Street over "Q" Street	127,500.00
	Total	$ 967,200.00
Plan III	"Q" Street, 1/2 Diamond, Grade at 5th Street	655,500.00
	2nd and 3rd Street Couplet	276,200.00
	Total	$ 931,700.00
Plan IV	"Q" Street, Full Diamond, Grade at 5th Street	774,700.00
	2nd Street, Four Lane to "Q" Street	184,200.00
	Total	$ 958,900.00
Plan V	"Q" Street, Full Diamond over 5th Street	1,060,400.00
	2nd Street and 3rd Street Couplet	276,200.00
	Total	$ 1,336,600.00
Plan VI	"Q" Street, Full Diamond, Grade at 5th Street	774,700.00
	2nd Street and 3rd Street Couplet	276,200.00
	5th Street over "Q" Street	127,500.00
	Total	$ 1,178,400.00

The various plans were discussed in detail. The city of Springfield stated their position in this matter; their position being that there has been approximately one million dollars expended in the urban renewal project as of this date. Their plan was drawn up and presented to the Urban Renewal Agency in Washington, D.C., and approved by that Agency on the basis of the 2nd and 3rd Street couplet being constructed on either side of the Southern Pacific Railroad. Furthermore, a municipal election had been held and the vote was in favor of urban renewal. Any change in the roadway plans at this time would result in considerably more expense to the local Urban Renewal Agency. They expressed their opposition to four laning 2nd Street from "A" Street to "Q" Street on the westerly side of the railroad track. They oppose this plan because of the above mentioned additional expense to the Urban Renewal Agency, the service to the neighborhood, and on the basis that a buffer would not be provided between the railroad and the residential district which they hope to develope on the east side.

The Bureau of Public Roads stated their position in this matter as being such. They were opposed to the 2nd and 3rd Street couplet because of the additional $90,000 in cost and the fact that the railroad would be in the middle of these two roadways which would cause considerable operational difficulties and hazard at the grade intersections with other local streets. They expressed the opinion that some alternate facility would serve just as well, stating their preference for four laning 2nd Street between "A" Street and "Q" Street. Mr. Cowan stated that they would consider the 2nd and 3rd Street couplet on the basis of the additional expense involved to other agencies, and that if this additional expense is justified for the 2nd and 3rd Street couplet it was his opinion that the Bureau would approve this couplet. He asked the city of Springfield and the Urban Renewal Agency to submit such justification as soon as possible. Mr. Heddinger of the Urban Renewal Agency stated that he would have this information submitted in about two weeks.

The operational difficulties involved in the L-K crossing of the 2nd and rd Street couplet were discussed quite thoroughly. During this discussion it was decided to pull both 2nd and 3rd Streets in close to the railroad track and curb this inside area on either side of the railroad at the L-K connector only. This would reduce the operational difficulty that was present in the previous design to a great extent. This proposal was agreeable to all parties represented.

The 5th Street connection at "Q" Street was then taken under discussion. It was decided that 5th Street would connect at grade in the initial stage of construction and right-of-way purchased for the eventual overcrossing of 5th Street over the "Q" Street route. This seemed to be an agreeable compromise.

The meeting adjourned at 12:05 p.m.

G.K. Attig
Urban Engineer

GKA:jp

cc: Bureau of Public Roads
G.A. Heddinger, Urban Renewal Agency
Mayor E.C. Harms
W.C. Williams
Lane County Planning Commission

RECEIVED
MAR 17 1960
OFFICE OF
STATE HIGHWAY ENGINEER

CITY OF SPRINGFIELD

OFFICE OF THE MAYOR
EDWARD C. HARMS Jr.

February 5, 1960

Mr. Tom Edwards
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Edwards:

This letter is being written so that we may have confirmation for our files of our understanding of your statements upon your appearance in Springfield, at the Chamber of Commerce Forum on Wednesday, February 3.

We would appreciate specifically, and this is quite important to us because of our Urban Renewal Program, if you would confirm that the Highway Department will, in the initial construction of the new "Q" Street, obtain a sufficient right-of-way in the Second and Third Street Connector area to provide, at some future date, for a complete interchange, even though such a complete interchange would not be built immediately.

Our most serious reservations concerning the partial interchange proposed center around the difficulty we know we will have in handling the traffic which will be forced onto Fifth Street; as you know Fifth Street is not an arterial, it is narrow (only 32 feet between B and G Streets); it is not designed for either volume or heavy loads (log trucks are not allowed on it by ordinance); it will be a dangerous barrier to the school children attending Moffitt and Hamlin Schools; it will disrupt the general flow of traffic in the central business district and the grade crossing at Fifth Street could seriously hamper fire and police protection to the north if and when these areas are annexed to the City.

As we have pointed out, if sufficient land is obtained at Second and Third to allow for later construction of a complete interchange when it becomes apparent, as we feel it soon will, that traffic in the area warrants it, we would have no objection and we would appreciate your confirmation that this is, in fact, your plan.

Recognizing the great expense involved in constructing an overpass, we would like to urge you also to obtain necessary rights and land to allow for a future overpass at the Fifth Street intersection. We strongly urge this in view of the fact that we know that development in this area might make an overpass almost prohibitive in cost at some later date when we feel it will be badly needed.

Discussed the matter with Mayor Harms and informed him that we would purchase R/W necessary for a full interchange at 2 & 3 also informed him that the R/W had acquired additional cost before making a decision

CONSTRUCTION DIVISION
RECEIVED
FEB 8 1960
NOTED-- OE ACE ACE DOE

We would appreciate hearing from you on this at your earliest convenience, as it is necessary that we advise the Urban Renewal Authorities of the Highway Commission Plans.

Very truly yours,

Edward C. Harms, Jr.
Mayor

ECH:eg

RECEIVED
JAN 19 1960
FOR FILING

Cross Referenced To:

January 19, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In reply to your letter of December 8, 1959, regarding the addition of a Second-Third Street one-way couplet in Springfield to the FAS System, I am attaching the following information:

(1) A white print showing the proposed connection between the Second-Third Street one-way couplet and FAS 360.

(2) A sketch map showing the proposed treatment and traffic movement at the southern end of the Second-Third Street couplet at the intersection with the Mohawk Highway. Placed hereon are two typical sections of Second and Third Streets and an additional one showing the treatment along the section of Third Street between Main and "F" Streets to the railroad track presently occupying part of Third Street.

(3) Prints of our plan showing the connection between our "F" Street route and the Second-Third Street couplet showing a total cost of this connection to be $870,000. This cost includes all main line costs from Station 175 to 225 and also includes costs of the Second-Third Street couplet from "F" to Main Street as $290,000.

(4) A plan of the Fifth-Sixth Street Interchange is also included showing a total cost of $1,646,000 which again includes the main line from Station 175 to 225 and the improvement of the Fifth-Sixth Street couplet at an estimated cost of $272,000.

I trust this information will be sufficient for your submission to your regional office with the recommendation of the inclusion of the couplet in the FAS System.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper

Deputy State Highway Engineer

Encl.
cc Mr. W. C. Williams - Mr. Tom Edwards

RECEIVED
DEC 1959
FOR FILING

When replying, refer to:
08-35.3

408 State Highway Building
Salem, Oregon

December 8, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Mr. Paxson's December 2, 1959 letter formally requested the addition of the Second-Third Street one-way couplet in Springfield to the FAS system as an extension of FAS Route 860.

Our letter of August 14, 1959 raised several questions regarding this proposed action. Your preliminary layout for the Second and Third Street interchange at "Q" Street does not appear to contemplate the ultimate extension of the couplet northerly along FAS Route 860. Therefore, even though the maps submitted by Mr. Paxson show the proposed addition as an extension of the existing route, apparently a physical connection is not being considered. Consequently, the additional mileage might be classified as an ineligible stub secondary extension in an urban area. We also questioned the location in relation to conflict with the railroad and requested alternate cost estimates comparing this routing with a possible Fifth-Sixth Street couplet.

During an August 20, 1959 conference in my office, you advised me that you would furnish answers to the above questions with your request for system action. It will be necessary to have this supporting information before I can forward the system submission to the Regional office with my recommendation. In addition, we recently discussed various methods with Mr. Barbee for properly connecting Third Street to the McKenzie Highway one-way couplet to provide for the northbound movement from the Glenwood area. During the August 20 conference you stated that one of the important reasons for adding the Second-Third Street couplet was to accommodate northbound traffic from the Glenwood area. Since it is not feasible to extend Third Street to South Street because of interference with the railroad tracks, please advise us as to how you propose to handle this situation.

Very truly yours,

C. G. Polk
Division Engineer

0119
Ellis

NOTED

RECEIVED
DEC - 1 1959
FOR FILING

December 2, 1959

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

Enclosed for your approval are four copies of Supplemental Tabulation No. 135 describing a proposed extension of FAS 660 in Lane County. Also enclosed are three copies of a map showing the proposed extension.

The city of Springfield has requested that a street couplet be constructed in the westerly part of Springfield connecting the central business district and the newly approved urban redevelopment project to the Eugene-Springfield Highway (FAS 226) which in turn intersects the interstate system (Pacific Highway) at the G Street interchange. This proposed street couplet appears to be the logical extension of FAS 660 to carry it to a proper terminus in Springfield. The estimated ADT for this extension after construction is 6,000.

The State has approved the designation of the above-mentioned street couplet as part of the state secondary highway system and has on file written approval by the proper local officials for the placement of the street couplet on the Federal-aid secondary system.

If S.T. No. 135 is approved, it will result in an increase in state highway mileage and total FAS mileage of 1.1 miles.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

RHP:mm
Encl.

cc: R. L. Porter
C. G. Swenson

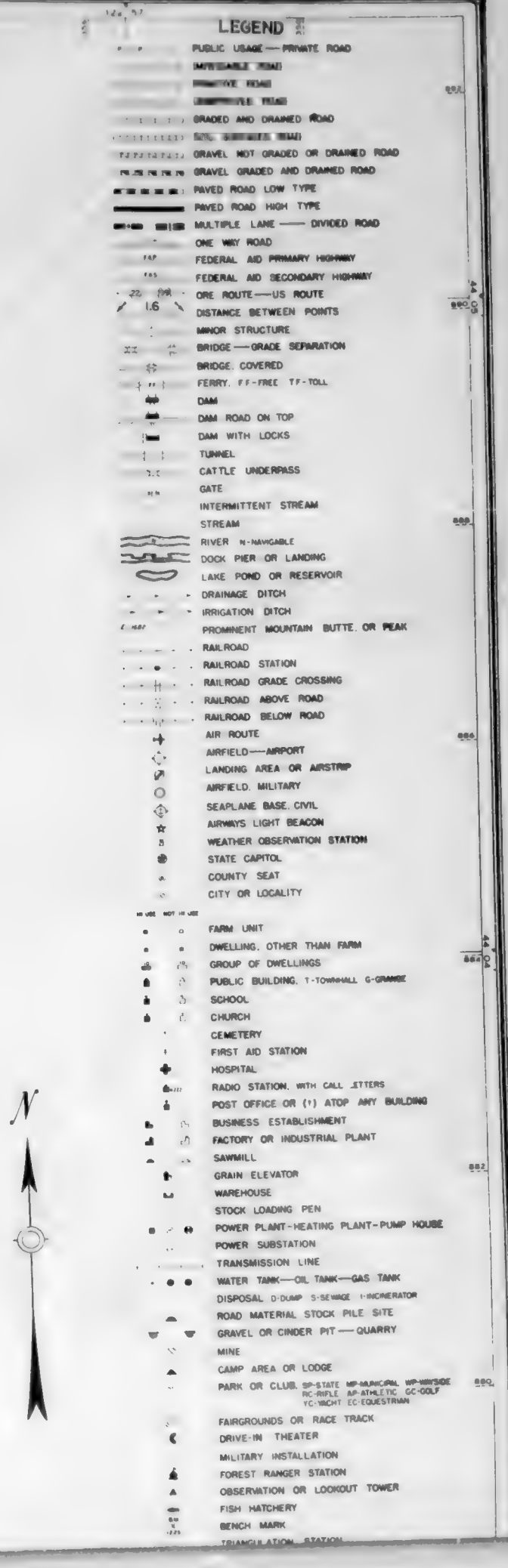
Supplemental Tabulation No. 13

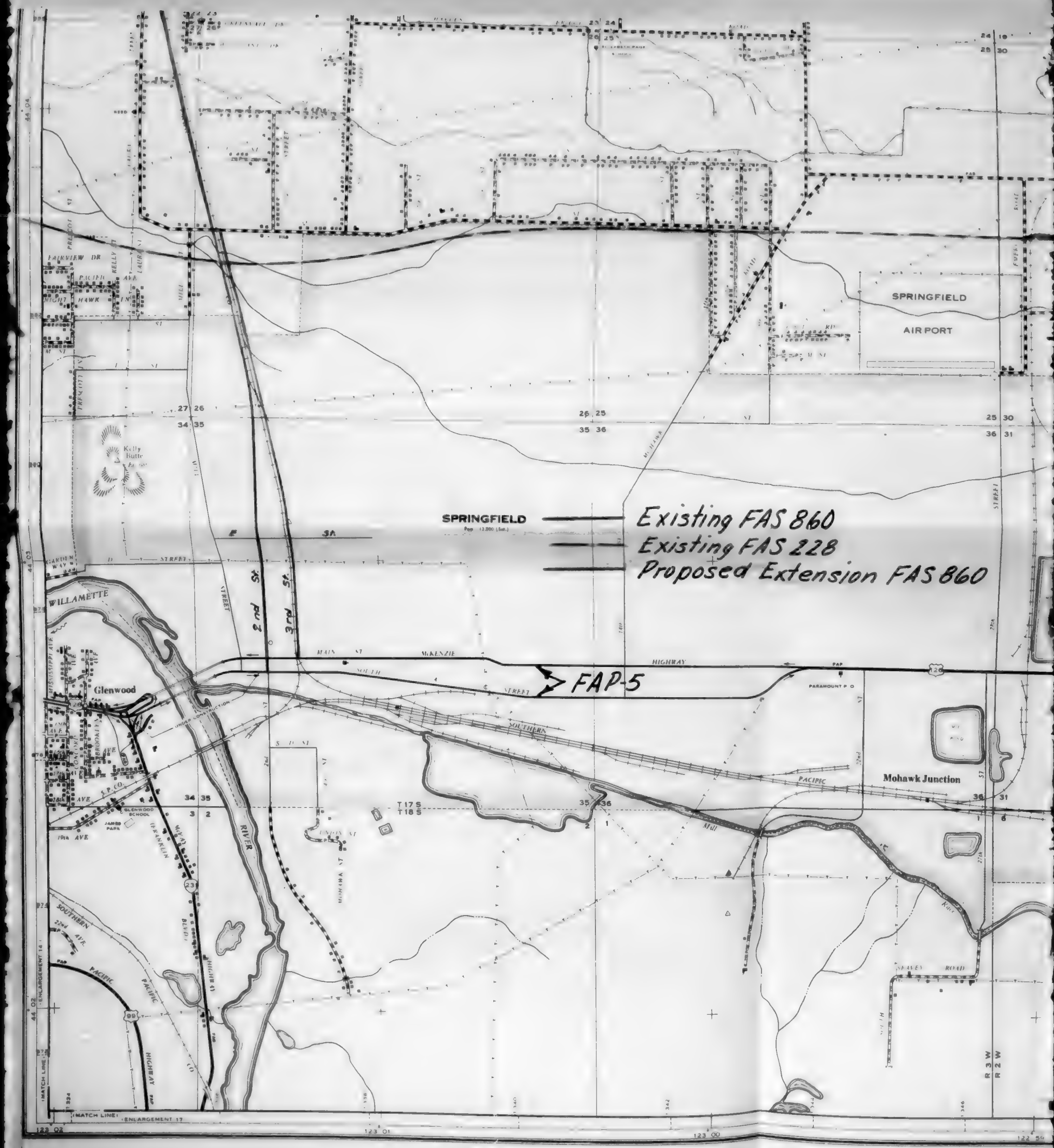
STATE OF OREGON
FEDERAL-AID SECONDARY SYSTEM

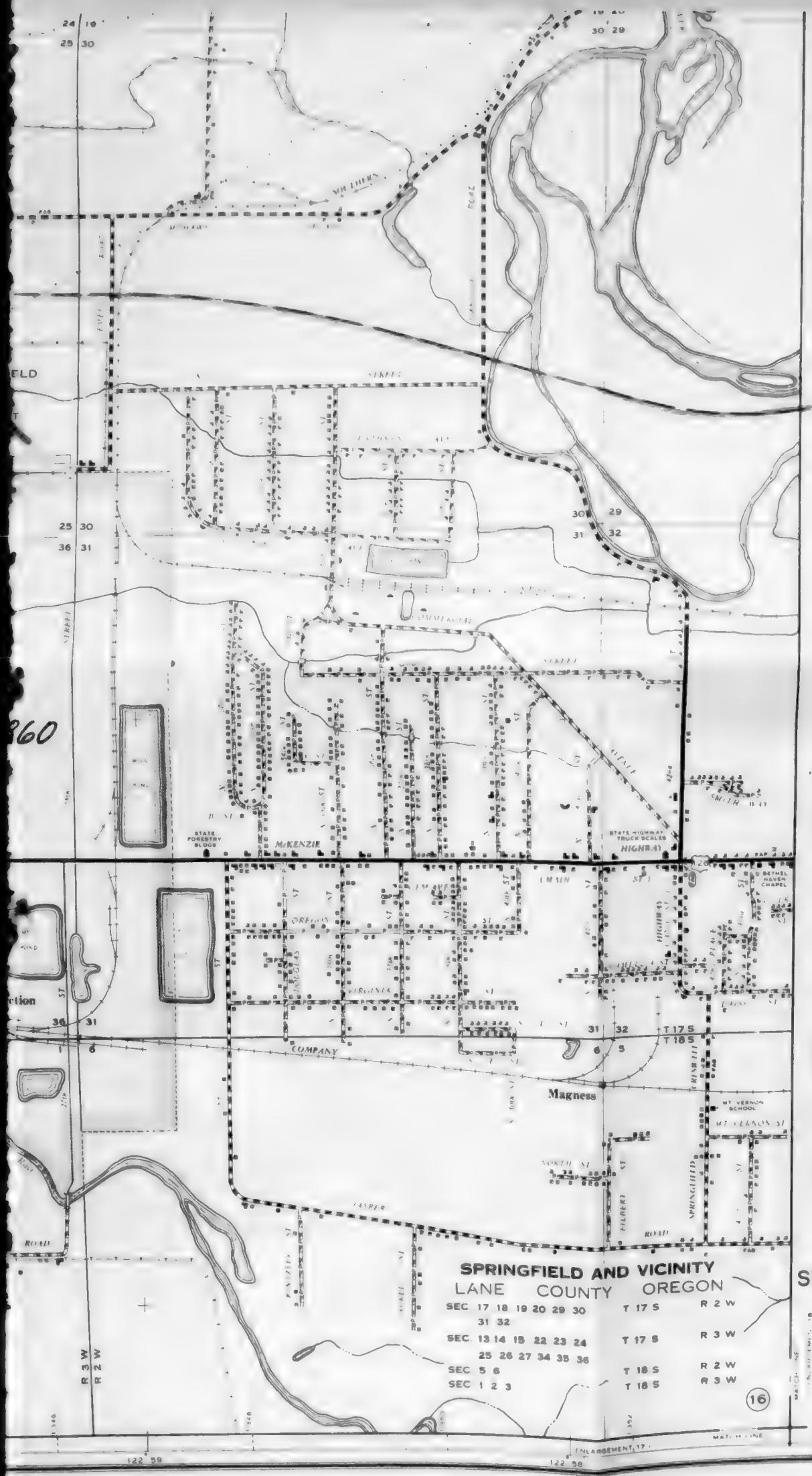
Road Designation		Brief Description of Road and Termini	County	Mileage on State Hwy. System	Mileage on Local System	Total Length
FAS Road No.	State or Local Road No.					
660	—	From FAP 3 north of Eugene easterly and southerly to FAP 5 in Springfield	Lane	1.1	7.5	8.6

123 02
123 01
123 00
STATE GAME ROAD
COLONIAL DR
MALLARD AVE
FLAMINGO AVE
LORIE COURT
SEWARD AVE
ALLEN AVE
HAYDEN BRIDGE
GREENVALE DR
WOODLANE DR
FALKVIEW DR
NIGHT HAWK
MANOR DR
HARLOW RD
HAYDEN
ROAD
ELIZABETH PAGE SCHOOL
YOLANDA
RIVER
MACKENZIE
SPRINGFIELD
AIR PORT
SCOTT RD.
Kelly Butte
R3W
R2W
SPRINGFIELD
Existing FAS 860

MOHAWK RIVER
DRIVE
RIVER
R3W
R2W
MAIN ST
MOHAWK
PACIFIC
HAYDEN
BRIDGE
ROAD
Hendrickson
HAYDEN BRIDGE
MATCH LINE
SOUTHERN
MOHAWK ROAD
ROAD
STREET
13 18
24 19
17 16
20 21
24 19
25 30
19 20
30 29
25 30
36 31
30 29
31 32


LEGEND
PUBLIC USAGE — PRIVATE ROAD
GRADED AND DRAINED ROAD
GRAVEL NOT GRADED OR DRAINED ROAD
GRAVEL GRADED AND DRAINED ROAD
PAVED ROAD LOW TYPE
PAVED ROAD HIGH TYPE
MULTIPLE LANE —— DIVIDED ROAD
ONE WAY ROAD
FAP FEDERAL AID PRIMARY HIGHWAY
FAS FEDERAL AID SECONDARY HIGHWAY
22 ORE ROUTE — US ROUTE
1.6 DISTANCE BETWEEN POINTS
MINOR STRUCTURE
BRIDGE — GRADE SEPARATION
BRIDGE, COVERED
FERRY. FF-FREE TF-TOLL
DAM
DAM ROAD ON TOP
DAM WITH LOCKS
TUNNEL
CATTLE UNDERPASS
GATE
INTERMITTENT STREAM
STREAM
RIVER N-NAVIGABLE
DOCK PIER OR LANDING
LAKE POND OR RESERVOIR
DRAINAGE DITCH
IRRIGATION DITCH
PROMINENT MOUNTAIN BUTTE, OR PEAK
RAILROAD
RAILROAD STATION
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
AIR ROUTE
AIRFIELD — AIRPORT
LANDING AREA OR AIRSTRIP
AIRFIELD, MILITARY
SEAPLANE BASE, CIVIL
AIRWAYS LIGHT BEACON
WEATHER OBSERVATION STATION
STATE CAPITOL
COUNTY SEAT
CITY OR LOCALITY
FARM UNIT
DWELLING, OTHER THAN FARM
GROUP OF DWELLINGS
PUBLIC BUILDING, T-TOWNHALL G-GRANGE
SCHOOL
CHURCH
CEMETERY
FIRST AID STATION
HOSPITAL
RADIO STATION, WITH CALL LETTERS
POST OFFICE OR (†) ATOP ANY BUILDING
BUSINESS ESTABLISHMENT
FACTORY OR INDUSTRIAL PLANT
SAWMILL
GRAIN ELEVATOR
WAREHOUSE
STOCK LOADING PEN
POWER PLANT-HEATING PLANT-PUMP HOUSE
POWER SUBSTATION
TRANSMISSION LINE
WATER TANK — OIL TANK — GAS TANK
DISPOSAL D-DUMP S-SEWAGE I-INCINERATOR
ROAD MATERIAL STOCK PILE SITE
GRAVEL OR CINDER PIT — QUARRY
MINE
CAMP AREA OR LODGE
PARK OR CLUB. SP-STATE MP-MUNICIPAL WP-WAYSIDE RC-RIFLE AP-ATHLETIC GC-GOLF YC-YACHT EC-EQUESTRIAN
FAIRGROUNDS OR RACE TRACK
DRIVE-IN THEATER
MILITARY INSTALLATION
FOREST RANGER STATION
OBSERVATION OR LOOKOUT TOWER
FISH HATCHERY
BENCH MARK
TRIANGULATION STATION
N

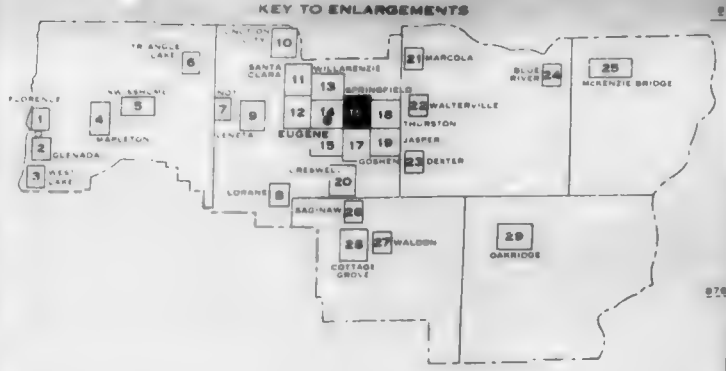

SPRINGFIELD
AIR PORT
Existing FAS 860
Existing FAS 228
Proposed Extension FAS 860
FAP-5
Glenwood
Mohawk Junction
WILLAMETTE
RIVER
SOUTHERN
PACIFIC
HIGHWAY
MAIN ST
McKENZIE
2nd St.
3rd St.
FAIRVIEW DR
PACIFIC AVE
KELLY BUTTE
T 17 S
T 18 S
R 3 W
R 2 W
ENLARGEMENT 17
MATCH LINE


McKENZIE
Magness
SPRINGFIELD AND VICINITY
LANE COUNTY OREGON
SEC 17 18 19 20 29 30 31 32 T 17 S R 2 W
SEC. 13 14 15 22 23 24 25 26 27 34 35 36 T 17 S R 3 W
SEC 5 6 T 18 S R 2 W
SEC 1 2 3 T 18 S R 3 W
R 3 W
R 2 W
ENLARGEMENT 17
MATCH LINE
122 59
122 58

AIRWAYS LIGHT BEACON
WEATHER OBSERVATION STATION
STATE CAPITOL
COUNTY SEAT
CITY OR LOCALITY
FARM UNIT
DWELLING OTHER THAN FARM
GROUP OF DWELLINGS
PUBLIC BUILDING. T-TOWNHALL G-GRANGE
SCHOOL
CHURCH
CEMETERY
FIRST AID STATION
HOSPITAL
RADIO STATION, WITH CALL LETTERS
POST OFFICE OR (†) ATOP ANY BUILDING
BUSINESS ESTABLISHMENT
FACTORY OR INDUSTRIAL PLANT
SAWMILL
GRAIN ELEVATOR
WAREHOUSE
STOCK LOADING PEN
POWER PLANT-HEATING PLANT-PUMP HOUSE
POWER SUBSTATION
TRANSMISSION LINE
WATER TANK—OIL TANK—GAS TANK
DISPOSAL D-DUMP S-SEWAGE I-INCINERATOR
ROAD MATERIAL STOCK PILE SITE
GRAVEL OR CINDER PIT — QUARRY
CAMP AREA OR LODGE
PARK OR CLUB. SP-STATE MP-MUNICIPAL WP-WAYSIDE RC-RIFLE AP ATHLETIC GC-GOLF YC-YACHT EC EQUESTRIAN
FAIRGROUNDS OR RACE TRACK
DRIVE-IN THEATER
MILITARY INSTALLATION
FOREST RANGER STATION
OBSERVATION OR LOOKOUT TOWER
FISH HATCHERY
BENCH MARK
TRIANGULATION STATION

ROADSIDE CULTURE AS OF 1955
This map has been Prepared by Standard Stereo-Photogrammetric Methods

KEY TO ENLARGEMENTS



GENERAL HIGHWAY MAP
LANE COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE
0 0.1 0.2 0.3 0.4 0.5 Miles

1956

Polyconic Projection
Plane Coordinate on Lambert Projection
Oregon South Zone in Thousands of Feet

SUPPLEMENTAL SHEET 2-1 OF 6 MAP SHEETS AND 16 SUPPLEMENTAL SHEETS

SHEET 2-1

APPROVED APRIL 19, 1957

FORM E-123-X

RECEIVED
SEP 25 1959
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

Cross Referenced To:
W. C. WILLIAMS

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 23, 1959

Mr. G. A. Heddinger
Housing Authority Urban Renewal
Room 480 Lane County Courthouse
Eugene, Oregon

Dear Sir:

I attach hereto a copy of the agreement entered into between the City of Springfield and the State Highway Commission concerning the location and development of the interchange and access into the city of Springfield from the proposed Eugene-Springfield Highway.

The action approving this agreement is a matter of Commission record at the meeting of December 11th and 12th, 1958. We still do not have Bureau of Public Roads' approval for this pattern.

Very truly yours,

Tom Edwards
Construction Engineer

TE:jw

Attach.

cc W. C. Williams

RECEIVED
SEP - 1 1959
FOR FILING

Cross Referenced To:

CENTRAL PLANNING OFFICE

LANE COUNTY PLANNING COMMISSION
EUGENE PLANNING COMMISSION
SPRINGFIELD PLANNING COMMISSION

Howard W. Buford
Planning Consultant
Secretary Lane County Planning Commission
Secretary Springfield Planning Commission
Secretary Eugene Planning Commission

Lane County Court House
EUGENE, OREGON
Phone: DI 2-1311
Ext. 233

Affiliated Members
Lane County
City of Eugene
City of Springfield
City of Junction City
Eugene School District No. 4
Springfield School District No. 19
Eugene Water & Electric Board
Willamalane Park District

August 21, 1959

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

REFERRED TO
Cooper
By State Highway Engineer

Dear Mr. Williams:

Following a request from the City of Springfield and a study by the State Highway Department, the Oregon State Highway Commission agreed to accept the 2nd-3rd Street 1-way couplet in Springfield for Federal Aid Secondary status. This agreement was made for that portion of 2nd and 3rd from "B" Street north to an interchange with the "Q" Street Freeway which in turn provided access to the Pacific Freeway. Final approval was contingent upon the execution of Springfield's 3rd Street Urban Renewal Project and the city's acceptance of the obligation to pay 41% of the cost for construction within the city limits. The Urban Renewal project has received final approval, and Springfield has agreed to assume the financial responsibility for 41% of construction costs. Now it appears that paragraph 4c(4) of PPM-20-1, Policy and Procedure manual of the Bureau of Public Roads stipulates that "stub secondary extensions in urban areas are not permissable", and that the urban renewal plan therefore is unworkable.

The suggestion has been made that 5th and 7th Streets should be considered as a 1-way couplet in lieu of 2nd and 3rd. Toward this end, it should be pointed out that various streets and combinations of streets were considered before arriving at the 2nd and 3rd Street project. In the planning process the following possibilities were discarded for the following reasons:

1. Mill Street was rejected because:

   (a) It would have to serve as a 2-way street since there is no parallel street to create a one-way couplet and the right-of-way is inadequate for a 4-lane project.

   (b) The projected traffic load (17,800 A.D.T.) by 1975 would be detrimental to the residential values and would nullify the goal of providing improved neighborhood living conditions - a basic principle of Urban Renewal.

   (c). Mill Street as an arterial would sever the neighborhood unit making for undesirable and unsafe relationship between homes and park and homes and school.

   (d) Mill Street would create congestion, awkward turning movements and hazards in its connection with Main Street and South "A" Street at the approaches to the Willamette River Bridges.

NOTED
FORREST COOPER
File.

2. 5th Street was rejected because:

   (a) Reasons a, b, and c as stated for Main Street

   (b) Connections to the residential area south of the railroad (an area with considerable potential for residential development) would not be possible except by directing additional turning movements and additional traffic loads on Main St and South 'A' in the central business district.

   (c) No part of 5th and Q Sts is in or is scheduled for Urban Renewal redevelopment.

2nd and 3rd as a 1-way couplet is considered ideal for many reasons, a few of which are as follows:

1. 2nd and 3rd will not create an additional severance to the community since they abutt the railroad - a physical feature that already divides two neighborhood units.

2. Controlled access north of F St can be applied since this portion will be acquired and redesigned under Urban Renewal.

3. 2nd and 3rd can be extended south of South 'A' Street by an overpass over the railroad when traffic warrants the construction.

4. 2nd and 3rd will provide a greatly needed access (the only reasonable access) to and from Pacific Freeway north for Springfield and the Glenwood area. The interchange at Judkins Point for Eugene traffic to and from the Pacific Freeway does not provide ingress and egress for Glenwood and Springfield traffic; therefore, 2nd and 3rd are absolutely essential for the movement of traffic from FAP-5 (The McKenzie Highway) within Springfield and Glenwood to and from points north via the Pacific Freeway.

It would appear that the problem primarily lies in the fact that the need for 2nd and 3rd as a secondary connection between FAS 228 and FAP 5 has been confused with the limits prescribed by the Urban Renewal Program. The need and justification for a Federal Aid Secondary Classification applies to the entire length of the proposed project between South 'A' and 'Q' Streets. This in no wise can in its entirety, be considered as a "stub secondary extension in an urban area", but is a necessary and important link between two Federal Aid highways.

Local authorities feel strongly that the Oregon State Highway Commission is justified in requesting, on behalf of Springfield that 2nd and 3rd Streets between South 'A' and 'Q' Streets be designated as a part of the Federal Aid Secondary system.

Very truly yours,

Howard W. Buford

Howard W. Buford, Director
Central Lane County Planning Commission

RECEIVED
AUG 21 1959

HWB/hf

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

When replying, refer to
08-35.2

REGION EIGHT

408 State Highway Bldg.
Salem, Oregon

August 14, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

NOTE
W. C. WILLIAMS

Dear Sir:

Mr. Cooper's August 7, 1959 letter discussed features of the railroad grade crossings involved on the Second-Third Street one-way couplet in Springfield in response to our March 3, 1959 comments on the preliminary layout of the Mill Street Interchange on "Q" Street. You also advise that the one-way couplet is an essential part of Springfield's urban renewal project.

In connection with the Second-Third Street couplet, we advised the Regional Director of Urban Renewal on November 5, 1958 that the expenditure of Federal-aid Highway funds for the planned route did not appear to be likely. The routing was not a part of an approved Federal-aid Highway System and it would not be eligible as an addition since paragraph 4c(4) of PPM 10-1 specifies that "Stub secondary extensions in urban areas are not permissible". Though a formal system action on the routing has not been initiated by your department as of this date, we understand that you intend to propose the one-way couplet as an urban extension of FAS Route 860 to meet the requirements of the above quoted policy and procedure memorandum. However, the preliminary layout of the Mill Street Interchange does not provide for an ultimate connection northerly to FAS Route 860. Under these circumstances, a system action as contemplated by your department could not be approved.

We also questioned the location from the standpoint of providing the best traffic service with safe operating characteristics. The accident record of the railroad grade crossings at Third and Main St., Third and "A" St. and at "Q" St. is six accidents in the past five years. Our letter of March 3, suggested that a cost estimate be prepared for an interchange at Fifth Street.

We feel that an investigation should be made to determine the feasibility of developing a couplet into Springfield business area using Fifth and Sixth Streets, rather than the proposed Second and Third St. routing. This routing would eliminate conflict with the railroad.

NOTED
FORREST COOPER

RECEIVED
AUG 14 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

C. G. Polk, Division Engineer

By: E. H. Cowan
E. H. Cowan
Acting Division Engineer

RECEIVED
NOV 20 1958
FOR FILING

November 19, 1958

Oregon State Highway Commission

Gentlemen:

Item 1 on the Summary of Unfinished Business as of October 24 has to do with the request of the City of Springfield that a street couplet be designated in the westerly part of Springfield connecting with "Q" Street. The original request by the City named termini at "Q" Street and at South "A" Street (McKenzie Highway) on the south. The City has now modified its request calling for a southern terminus at "J" Street some five blocks northerly of the McKenzie Highway. This report to you is based on the amended length.

The City of Springfield has preliminary plans for an urban redevelopment project in the area and it states that its project is unsound unless the traffic couplet is constructed. It further states that federal rules do not allow for the expenditure of federal redevelopment funds on highway projects. According to the city officials, the urban redevelopment project as proposed cannot be financed unless a way can be found to take care of the Second-Third Street couplet which they are requesting.

The City has made the following tentative proposal:

(1) That the proposed Tenth Street connection to "Q" Street be eliminated.

(2) That a separation only (no interchange) be provided in lieu of the braided intersection at Fifth Street.

(3) That an interchange be constructed at the junction of the couplet and "Q" Street.

(4) That the couplet from "Q" Street to "E" Street be made a part of the state highway secondary system and placed on the federal-aid secondary system.

(5) That the cost of the project ($165,000) be financed as a federal-aid secondary project, with the City of Springfield to supply all match funds normally supplied by the State.

(6) That the Highway Commission assume maintenance after completion of the project.

It is my recommendation that an agreement be drawn along the lines indicated above, with the further stipulation that the entire matter be contingent on the City's urban renewal project becoming a reality and that no construction work be undertaken prior to the calendar year 1961. If the City is willing to enter into such an agreement wherein the State would have no financial obligation for right of way and construction costs, I would recommend that the project be approved. The agreement should also contain a clause that no work of any nature be undertaken on the project unless and until the deposit is made with the Highway Commission covering all costs, except those borne by the Federal Government.

This matter will be on the agenda for your consideration at the December 11-12 meeting.

Very truly yours,

R. C. Williams
State Highway Engineer

FC:fn:ae

cc to: Tom Edwards
S. H. Probert
C. G. Swenson
C. H. Maison

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 17, 1958

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
O f f i c e

On Thursday, November 13th Mayor Ed Harms and City Manager E. C. Turner of the City of Springfield met with me concerning the proposed development of the Second Street - Third Street couplet about which they appeared before the Highway Commission. Facts surrounding this matter are:

1. This is an area where the City of Springfield propose an urban redevelopment.

2. The urban redevelopment plan is unsound unless the traffic couplet is included.

3. The ground rules applying to urban redevelopment forbid the expenditure of money for highways.

4. The urban redevelopment as proposed cannot be financed unless a way can be found to take care of the Second Street - Third Street couplet.

The Mayor and the City Manager made the following proposition:

1. They would ask for development from the city limits to "E" Street only.

2. They would be willing to advance in cash the amount of money required to match Federal Aid funds necessary for this construction.

3. They would request the elimination of the Tenth Street connection previously proposed on the "Q" Street route.

4. They would be willing to accept a straight separation of Fifth Street.

5. The work need not be programmed for actual construction until the calendar year 1961 which is the time they propose to complete their urban redevelopment.

I would recommend the following:

1. An agreement be prepared making firm the commitments promised by the city above.

2. That the Highway Commission accept Second and Third Streets as a couplet and construct them from the city limits to "E" Street provided the urban redevelopment project in Springfield becomes a reality.

Tom Edwards
Construction Engineer

TE:jw

RECEIVED
NOV 18 1958
OFFICE OF
STATE HIGHWAY ENGINEER

City Limits - "E" Street - 0.61 Mile

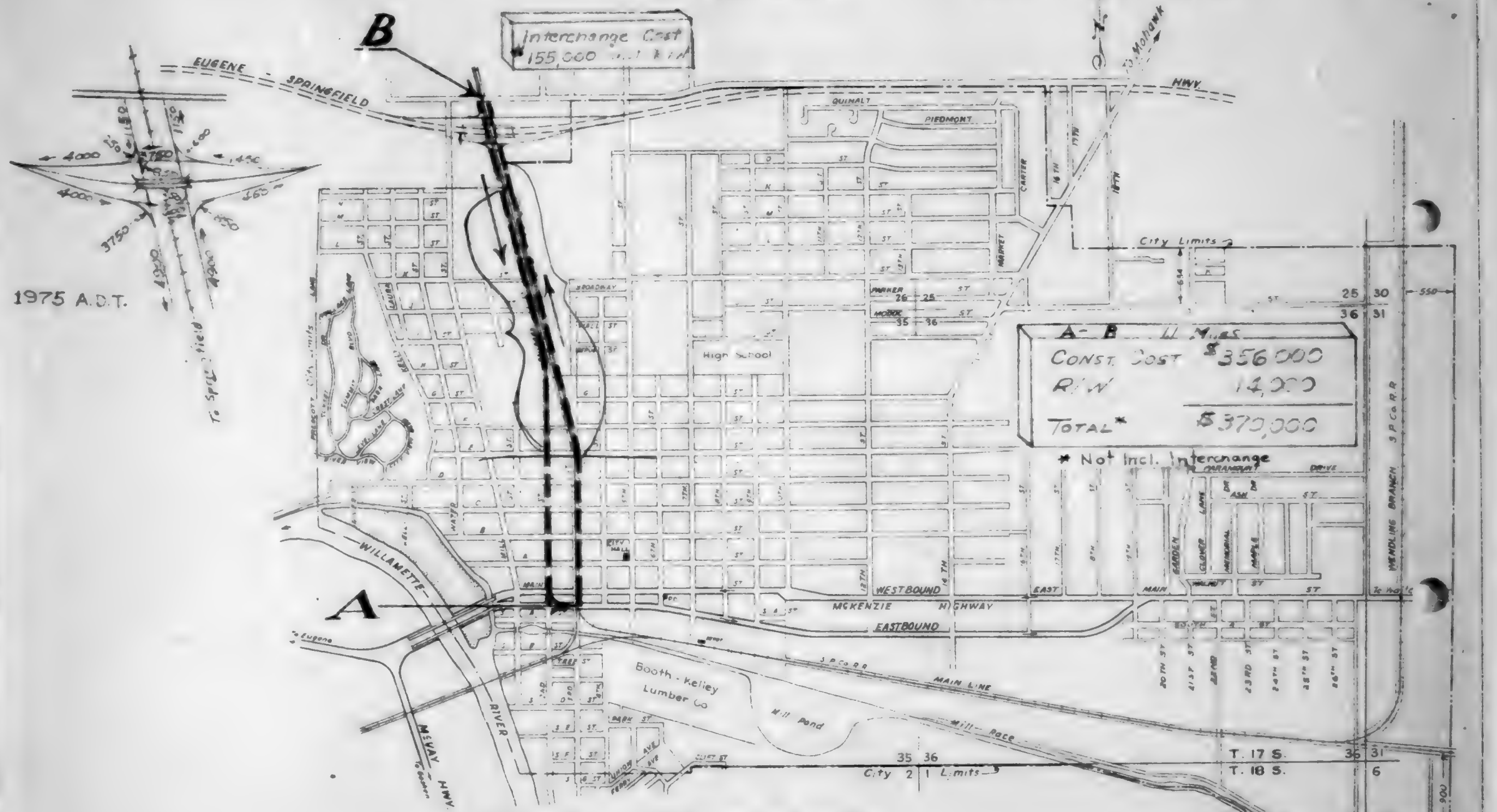
Const Cost $173,000

R/W 11,000

Total $184,000

SPRINGFIELD
LANE CO.

Scale 0 800 1600 2400



OREGON STATE HWY. DEPT.
RECONNAISSANCE SKETCH MAP

"Q" STREET (MILL ST. INTERCHANGE) - SPRINGFIELD
VIA SECOND & THIRD STREET COUPLET
LANE COUNTY. JULY 1958
VICTOR D. WOLFE, ASS'T. CH. LOC. ENGR.

RECEIVED
NOV 25 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23rd, 1958

NOTED
W. G. WILLIAMS

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
O f f i c e

The Commission action at the meeting June 19-20, 1958, under Item 31.(7), approved the request of the City of Springfield for the study of a connection between the "Q" Street interchange and the downtown section of Springfield. Reconnaissance Engineer Wolfe has prepared such a study, which is attached.

The cost is $370,000. In addition thereto, an interchange at "Q" Street will cost $155,000. However, we had planned an interchange at "Q" Street and Mill Street in the immediate vicinity, and in case this project is approved, the Mill Street interchange would be eliminated. The $155,000 cost should be charged to "Q" Street construction and should not be considered a part of the couplet.

I wish to refresh your memory that this couplet has been planned as a part of the Springfield urban redevelopment, which I am advised will go forward.

Tom Edwards
Construction Engineer

TE:AR
Enc.

RECEIVED
JUL 23 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—37,500—6-57—6804

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 22, 1958

SUBJECT: Q Street Interchange - Springfield
Lane County

To: Mr. Tom Edwards
Construction Engineer
O f f i c e

In accordance with instructions, a windshield type reconnaissance has been made for a route from the proposed Eugene-Springfield Highway (Q Street Route) to the downtown business section of Springfield making use of Second and Third Streets as a one-way couplet.

The south terminus of the proposed route is on South A Street (eastbound leg of the McKenzie Highway couplet through Springfield) at its' intersection with Second and Third Streets (Point A on attached map). From this point, the route heads north for 0.3 mile along Second and Third Streets to F Street; Third Street then heads northwesterly parallel with the Springfield Branch of the S. P. Company Railroad on the east side; Second Street is extended north from F Street for 0.1 mile to the railroad and becomes parallel with it on the west side. The north terminus of this route is at the Mill Street Interchange on the proposed Eugene-Springfield Highway.

Projected 1975 ADT is 9800. On this basis, 4-lane standards have been adopted. On Second Street, through the residential area, 44 feet between curbs was used with parking on both sides to the railroad; along the railroad, 40 feet between curbs was used with parking on the west side only to K Street. Third Street will parallel the railroad throughout and 40 feet between curbs was used with parking on the east side to F Street. Through the sections that do not require curbs on both sides, two 12-foot lanes with 10-foot outside shoulders and 6-feet inside paved shoulder was used on each side of the railroad; the curb is continuous on the inside of each set of lanes the full length of the proposal. Thirty-two feet minimum was maintained between the centerlines of the railroad and each set of lanes.

Surfacing design was estimated at 3½ inches of asphaltic concrete, 1½ inches leveling, and 10 inches base, which conforms to the design set forth for the Eugene-Springfield Highway through this area.

Right of Way will be needed throughout the rural area and is included in the estimate; railroad encroachment will exist throughout the limits. A loading platform and sawdust burner of an apparently abandoned lumber mill will be affected by the Third Street leg and the right of way costs include their disposition. No other right of way difficulties are apparent.

A small three-transformer substation belonging to Pacific Power and Light Company will have to be moved along with the relocation of the S. P. Company's telegraph lines. No railroad signaling devices were observed and it is assumed that the signal system will not be disturbed. Costs for these utility adjustments were obtained from the Utilities Liason Engineer. All other utility poles appear to lie within existing rights of way.

An asphalt school footpath crosses the railroad at present near the high school. The Traffic Division has been contacted regarding pedestrian signals at this crossing and have indicated that a special study would have to be made before any decision is made.

The estimated cost of this proposal is $370,000 and does not include the interchange at its junction with the Eugene-Springfield Highway; the estimated cost of this interchange as designed by the Urban Section is $155,000, including right of way. Mill Street has been considered as a possible alternate to this proposal, but construction would appear to be more costly than the proposal particularly in rights of way. Unit costs are from Cost Analysis.

Detailed estimate and sketch map are attached.

Victor D. Wolfe
Assistant Chief Locating Engineer

By

William H. Tebeau

William H. Tebeau
Field Reconnaissance Engineer

WHT:fp

Attachments

WINDSHIELD ESTIMATE
Q STREET (MILL ST. INTERCHANGE) - SPRINGFIELD
VIA 2ND & 3RD STREET COUPLET
LANE COUNTY

LENGTH - 1.1 MILE

	Item	Unit	Net	Allow	Gross	Unit Price	Amount
1.	Clearing & Grubbing	All	100%		100%	LumpSum	$ 5,000
2.	Removal of Curbs	Lin.Ft.	480	120	600	$ 0.40	240
3.	Drainage Excavation	Cu.Yd.	680	170	850	3.00	2,550
4.	General Excavation Including Haul	Cu.Yd.	12,900	3,100	16,000	0.40	6,400
5.	Embankment in Place	Cu.Yd.	43,290	10,710	54,000	0.85	45,900
6.	12" Concrete Sewer Pipe	Lin.Ft.	5,000	1,200	6,200	2.25	13,950
7.	24" Concrete Culvert Pipe	Lin.Ft.	144	36	180	6.00	1,080
8.	Class "A" Concrete in Box	Cu.Yd.	124	31	155	52.00	8,060
9.	Metal Reinforcement in Box	Lbs.	18,200	4,800	23,000	0.14	3,220
10.	Finish Roadbed & Slopes	Mile	1.0		1.0	1,000.00	1,000
11.	Concrete Catch Basins	Each	30	8	38	85.00	3,230
12.	Concrete Manholes	Each	8	2	10	350.00	3,500
13.	Concrete Curbs	Cu.Yd.	557	143	700	50.00	35,000
14.	Coarse Crushed Material in Base	Ton	23,859	6,141	30,000	1.50	45,000
15.	Leveling Course	Ton	3,983	1,017	5,000	1.65	8,250
16.	Sprinkling	M-Gal	542	138	680	3.00	2,040
17.	Preparation of Base	Mile	1.0		1.0	500.00	500
18.	Aggregate in Binder	Ton	551	139	690	3.00	2,070
19.	Asphalt in Binder	Ton	62	18	80	45.00	3,600
20.	Emulsified Asphalt	Ton	13	3	16	50.00	800
21.	Asphaltic Concrete Mixture	Ton	8,293	2,107	10,400	3.65	37,960
22.	85-100 Asphalt in Mixture	Ton	497	123	620	36.00	22,320
23.	Metal Sight Posts	Each	16	4	20	5.00	100
						Subtotal Page 1	$251,770

WINDSHIELD ESTIMATE
Q STREET (MILL ST. INTERCHANGE) - SPRINGFIELD
VIA 2ND & 3RD STREET COUPLET
LANE COUNTY

SUBTOTAL BROUGHT FORWARD	$251,770
Engineering & Contingencies (40%)	101,230
Subtotal Construction Items	$353,000
Adjust Pacific Power & Light Substation	1,000
Adjust S.P. Company Railroad Telegraph Line	2,000
Grading & Paving	$356,000
Right of Way	14,000
Estimated Construction Cost	$370,000

SPRINGFIELD
LANE CO.

Scale 0 800 1600 2400

B

Interchange Cost $155,000 incl. R/W

EUGENE - SPRINGFIELD

To Mohawk HWY.

1975 A.D.T.

4000 1450 1400 3700 1900 1400 1400

A - B 1.1 Miles

CONST. COST	$356,000
R/W	14,000
TOTAL*	$370,000

* Not Incl. Interchange

City Limits

High School

Booth - Kelley Lumber Co.

Mill Pond

Mill Race

MAIN LINE S.P. Co. R.R.

WESTBOUND McKENZIE HIGHWAY EASTBOUND

WILLAMETTE

A

To Eugene

PKWAY HWY.

To Springfield

To Walterville

BRANCH S.P. Co. R.R.

City 2 1 Limits

T. 17 S. T. 18 S.

R. 3 W. R. 4 W.

OREGON STATE HWY. DEPT.
RECONNAISSANCE SKETCH MAP
"Q" STREET (MILL ST. INTERCHANGE) - SPRINGFIELD
VIA SECOND & THIRD STREET COUPLET
LANE COUNTY JULY 1958
VICTOR D. WOLFE, ASS'T. CH. LOC. ENGR.

957

Agenda 7/3/ V.B.

AGENDA
JUL 31 1958
V.B #6

STATE HIGHWAY COMMISSION MEETING

Delegation City Officials of Springfield re the addition of the 2nd and 3rd St. Couplet in Springfield to the Federal-aid Sec. Hwy. System

Date June 20, 1958

Time 9:00 a.m.

Name	City or Town	Capacity
Ed Harms (spokesman)	Sprigfield	Mayor
Howard Buford	"	Central Lane County Planning Commission
Bob Smith	"	C of C

RECEIVED
MAY 2 1958
FOR FILING

May 1, 1958

Oregon State Highway Commission

Gentlemen:

The City of Springfield has requested that an addition be made to the State FAS system to provide for an urban section from FAS 828 (Q Street) easterly to the Belknap Highway. The requested addition would be in the nature of a one-way couplet with connections to the Q Street route and County FAS 849 (which lies just to the north) and would require a road on either side of the Southern Pacific Railroad to F Street, utilizing 2nd and 3rd Streets from there easterly to the Belknap Highway (which is also a one-way couplet) on Main and South A Streets.

While there is probably some justification for the route as well as many other routes in other cities, the right of way and construction costs would be considerable. It is my recommendation that the Commission not expand the secondary system until such time as the existing system is improved to a tolerable standard.

The total amount available for the entire state for secondary highways is approximately $3,000,000 a year, with Division III's share being $630,000.

Many improvements have been requested and are needed on federal-aid secondary roads in this Division, such as Route F, Q Street from the Interstate Highway easterly to the Belknap, the Hilton-Butterlin Secondary, the Powers Secondary--to name but a few. I do not believe that the Commission should take on additional obligations until such time as existing routes have been improved; hence my recommendation.

This matter will be on the agenda for your consideration at the May 8 and 9 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. S. H. Probert
Mr. Clarence Swanson

FC:me:gm

City of Springfield

OFFICE OF THE CITY MANAGER
SPRINGFIELD, OREGON

April 16, 1958

RECEIVED
APR 17 1958
ENGINEER
COUNTY-CITY RELATIONS

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. C. G. Swenson
County-City Relations Engineer

Dear Mr. Williams:

FAS Road Classification
for Springfield, Oregon

The Springfield City Council in regular session April 15, 1958 issued instructions that I respectfully and formally request that consideration be given to qualifying a proposed 2nd Street-3rd Street one-way couplet (a road on each side of the Brownsville Branch of the Southern Pacific Railroad) from "Q" Street on the north to South "A" Street on the south as a part of the Federal Aid Secondary Urban system.

Attached hereto is a description of the proposed road, type of improvement, length, justification statement and a map showing its relationship to other FAS & FAP roads.

Very truly yours,

E. R. Turner

E. R. Turner
City Manager

ERT:jmg

Enclosures

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APR 21 1958
STATE HIGHWAY COMMISSION

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APR 21 1958
ENGINEER
COUNTY-CITY RELATIONS

CITY OF SPRINGFIELD, OREGON

2nd-3rd Street (One way couplet) for
which an FAS Classification is requested.

DESCRIPTION: -- 2nd Street and 3rd Street in the City of Springfield, Oregon beginning on the south with their intersections with South "A" Street (East bound FAP-5) and running thence north to "F" Street on 3rd and north on 2nd Street to intersect with the right of way of the Brownsville Branch of the Southern Pacific Railroad; thence northwesterly adjacent to, parallel with, and on each side of said Railroad right of way to intersect with "Q" Street (FAS 228) and the southeasterly end of the County's FAS 860, Peripheral Road. Also forming an interchange with the State's proposed "Q" Street controlled access route said route being the primary Springfield connection to the Pacific-Freeway FAI-1.

Type: North of "F" Street. Four-lane divided highway with one emergency parking lane for each direction of travel. Refuge lanes for left turns and deceleration lanes for right turns. Access limited to one intersection between "Q" and "F", said intersection being "K" Street.

South of "F" Street. 2nd and 3rd Streets each 40 feet in width with 2 travel and two parking lanes. One way traffic with 2nd for south bound and 3rd for north bound. Curbs and gutters.

Total Length: -- 6000 feet

Traffic: -- Estimated at 17,000 ADT by 1975.

CITY OF SPRINGFIELD, OREGON

2nd-3rd Street (One way couplet) for
which an FAS Classification is requested.

JUSTIFICATION

The proposed roads will provide the fastest and safest route to and from:

a. The Pacific Freeway (FAI-1)

b. The Willakenzie area with a current population of 8000 and a potential population of more than 45,000.

c. The north Springfield area.

d. Eugene and points west via FAS 228

The project will constitute a connecting link between FAP-5 and FAS 228.

By building this facility traffic is moved more safely over a controlled access right of way thus preserving the abutting residential area, reducing conflict between local traffic and through traffic, and minimizing conflict between pedestrian and motor traffic.

This facility is a substitute for proposals 15 and 17 pp. 40 and 44 of Oregon State Highway Department Technical Report #52-3 following an O and D study in 1951. It is considered that this facility is superior to those available and recommended in 1951 and is possible now by reason of an urban renewal program.

POINTS IN SUPPORT OF ADDING 2nd - 3rd STREET CONNECTOR TO FEDERAL AID URBAN SYSTEM

1. The Pacific Freeway will direct all Springfield and Highway 126 traffic to and from the north to the northwest corner of Springfield and impose a traffic load on city streets that are inadequate in width and substance to stand the load.

2. The proposed connectors from the Pacific Freeway to Eugene and Springfield make for a more direct and faster route between the two cities. Therefore, with the new highway, a large percentage of intercity traffic will be directed to the northwest corner of Springfield.

3. Mill Street as a link between the Pacific Highway and the Springfield central business district is inadequate and would prove to be detrimental to the community development for the following reasons:

   a. The right-of-way is only 60 feet in width which will only accommodate two travel lanes and two parking lanes. To widen the right-of-way would be extremely expensive as well as detrimental to residential construction.

   b. There is no street parallel to Mill Street that with Mill Street could serve as One-Way couplets.

   c. To use Mill Street as the primary connector to Pacific Freeway north and the fast route to Eugene would sever the residential neighborhood encompassed between the business district on the south, "Q" Street controlled access highway on the north, Brownsville Branch Southern Pacific Railroad on the east and Kelley Butte on the west. This would largely nullify the Springfield Urban Renewal program which is endeavoring to eliminate disturbing land uses and lift the area to a desirable residential neighborhood.

   d. Heavy, fast traffic on a residential street is detrimental to residential values; therefore, if highway traffic is routed over Mill Street, local pressures will arise to change Mill Street to a commercial zone. Commerce along Mill Street will be detrimental to both the highway and the abutting residential structures.

   e. There are 15 intersections between "Q" Street and the McKenzie Highway along Mill Street plus the driveways to 96 homes and 5 commercial buildings. Additional sites remain to be developed.

   f. A school faces on Mill Street and a 7-Acre park on Mill is proposed under Urban Renewal

   g. The intersection of Mill as a major street with the McKenzie Highway (126) immediately adjacent to the Springfield Willamette River Bridges will impose congestion and an unnecessary hazard at the bridge approaches.

   h. Access to south Springfield from Mill will cause additional travel and turning movements on Highway #126.

   i. The full capacity of Mill Street will be required to serve the abutting residential lands when fully developed, and therefore cannot be reasonably converted to a major highway connector.

   Full development of the Garden Way area east of the Pacific Freeway will add an estimated 1157 new dwelling units, the traffic from which must largely use Mill Street. 1157 new homes will generate in excess of 9000 vehicle trips which when added to the present load of 5400 average daily travel, will give a traffic load in excess of 14,000 per day. This does not account for the change in traffic movement that will be created by the Pacific Freeway and the "Q" Street connector, nor does it account for the anticipated growth of the Willakenzie area and the north Springfield area.

Presented by Springfield Delegation 6/20/58
Mayor Harms

Mill Street as a 2-lane street in a 60 ft right-of-way will be hard pressed to handle local traffic only. It is estimated that the 2nd-3rd connectors will be required to carry from 18,000 to 22,000 cars per day when optimum development of West Springfield, North Springfield, Willakenzie area and the City of Springfield is realized. Even this figure, which appears fantastic at this time, is a conservative figure based on the projected land development. For those who would consider such traffic loads as unrealistic, let them be reminded that whereas the Highway Department in 1951 estimated the traffic load for the Ferry Street Bridge northeast of Eugene as reaching from 8,200 to 13,000 by 1970, it has reached, in 7 short years (12 years to go), a load in excess of 22,000 vehicle trips per day.

4. Second & Third Connector will fit into the concept of Federally assisted highway planning for the following reasons:

   a. Right-of-way widths of 50 feet on each side of a 60 ft railroad right-of-way give an effective right-of-way width of 160 feet. The railroad right-of-way becomes the median strip between two lanes of north bound and two lanes of south bound traffic. Four traffic lanes will handle the projected requirements for the city. Right-of-way through the Urban Renewal Area (within the City limits) is estimated at approximately $8,000.

   b. All directions of movement can be accomplished to and from the Pacific Highway Connector ("Q" St).

   c. Access to 2nd-3rd Connector will be controlled between "Q" Street and "F" Street except for "K" Street which will feed local traffic east and west. In this section, 8 intersections and access to at least 80 properties will be eliminated. Right-of-way width will allow for refuge lanes for turning movements to "K" Street.

   d. Second Street for south bound traffic will feed directly into south Springfield thereby eliminating turning movements on South "A" (Highway #126).

   e. Second-Third Street connector is a link between two state highways.

   f. A goal established in the 1956 Federal Highway Act was to do all possible to assist local governments in promoting the public welfare through proper design and physical characteristics of highways to effectuate highway safety.

For Those who remember of the Projects & other administrations in Spfld — I would point out that THIS Project was UNANIMOUSLY STUDIED & approved by (1) Citizen Comm. on UR (2) Spfld Pl Comm (3) C of C. (4) City Council

I-5-6(50) West Marquam Interch. Unit, 1963
301 Pacific Hwy. in Portland
#6354 Six Interch. Ramps Folder #1

I-5-6(50) West Marquam Interch. Unit, 1963
301 Pacific Hwy. in Portland
#6354 Six Interch. Ramps Folder #1

I-5-6(50) W. Marquam Interch. Unit, 1965
301 Pacific Hwy. in Portland
#6354 Six Interchange Ramps Folder #2

RECEIVED
DEC 13 1968
FOR FILING

I-5-6(50)301

6354

December 13, 1968

The Aetna Casualty & Surety Company
1201 S. W. 12th
Portland, Oregon 97205

Gentlemen:

A second post-final payment for $3,300.00 will be made to Peter Kiewit Sons' Company on Contract No. 6354 for six structures on the West Marquam Interchange Section of the Pacific Highway in Multnomah County as soon as the warrant is prepared.

The total amount paid on this contract will be $4,516,466.67 including the post-final payment. Of the total $20,293.86 is for force account work.

Very truly yours,

Floyd Emery, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

L. W. Rulien
C. H. Maison
Attn: John Herr

RECEIVED
NOV 6 - 1968
FOR FILE

NOTED
R. L. PORTER

OREGON STATE HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

October 31, 1968

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington 98660

ATTENTION: Mr. W. D. Hitt

RE: West Marquam Interchange
Contract No. 6354

Gentlemen:

The Claims Review Board has thoroughly considered the material presented to them at the October 14 meeting attended by representatives of your company. It was the decision of the Board to sanction an adjustment only on the claim involving the 21-inch sewer line which has been referred to as Claim No. 2.

As agreed upon at the meeting, some additional cost material has been submitted by Attorney Rockne Gill and this cost data has been reviewed and compared with the records kept by the State people. Some duplications and unsupportable items were found.

We have reached the conclusion that an equitable amount for the adjustment on this claim is $3,300. Attached is a Price Agreement prepared in this amount which would also constitute a complete and final settlement of all claims on the project. If you are agreeable to a settlement on this basis, please execute and return five copies of the Price Agreement to this office for further handling. We would appreciate a reply within 30 days.

Very truly yours,

JAB:fw
Attach.
bc: R. L. Porter
I. D. Merchant
A. E. Johnson
J. B. Boyd

John A. Bond, Secretary
Claims Review Board

RECEIVED
NOV 1 1968
OFFICE OF
STATE HIGHWAY ENGINEER

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION.

FORM S-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 16, 1968

NOTED
R. L. PORTER

SUBJECT: West Marquam Interchange
Contract No. 6354

To:

MEMO TO THE FILES

The Claims Review Board met at 1:30 P.M. October 14, 1968 in Room 134 of the State Highway Building with the following people present:

On behalf of the contractor and subcontractor:

Bill Hitt, Peter Kiewit Sons' Company
Ron Johansen, Peter Kiewit Sons' Company
Frank Fritzie, Teeples and Thatcher, subcontractor
Rockne Gill, Attorney on behalf of Teeples and Thatcher
Bill Purdy, Attorney on behalf of Teeples and Thatcher

Present on behalf of OSHD were:

A. V. Benedict
J. B. Boyd
Al Rear
Jon Rose

(Herb Schell, Area Engineer for the Bureau of Public Roads attended the meeting as an observer.)

The Claims Board consisted of:

R. L. Porter, Chairman
F. B. Klaboe
G. E. Rohde
C. H. Maison
L. H. Young (substituting for Tom Edwards)

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION

Attorney Gill made the presentation on behalf of the subcontractor and answered most of the questions following with some help from Mr. Fritzie. Attorney Gill described the general nature of the claim citing two specific claims which had previously been referred to in other correspondence as Claim No. 1 for $1,341.33, arising from construction of a manhole which was not on the plans, Claim No. 2 for $4,881.05 arising from installation of a 21-inch sewer line; and what has previously been referred to as Exhibits "A" and "B" for delay time incurred by the contractor in the first portion of the work, and for additional work in installing the Type "B" catch inlets by reason of an alleged change in the sequence of the work.

Claim No. 2 was discussed first. The contractor regards this as additional work. It was stated that Mr. Fritzie was the estimator for Teeples and Thatcher and inspected the job very closely before bidding. It was alleged that construction of this sewer line involved a "substantial change in cost" and that the unit bid price is not applicable. This line was shown on the footing plan (Drawing No. 19214), but was not shown on the drainage plan (Sheet 4A). This was a deep installation. Mr. Klaboe agreed that the drainage excavation was difficult due to old timbers and debris encountered. Mr. Gill stated that the amount of Claim 2 if allowed should be deducted from the Schedule "A" amount.

Mr. Boyd stated the State's position which is summarized in his October 8, 1968 memo, copies of which were provided to the Board. He agreed that this installation was not shown on Drawing 4A and was probably not included in the bid quantity. He referred to a tabulation of plan versus actual drainage excavation (which was attached to the above-mentioned memo) which shows that the overall actual drainage excavation resulted in substantially less of the deepest drainage excavation than would be derived from the plans. Mr. Benedict commented on the claimed amount. The force account record of this work which was kept by the State does not check with the amount of the claim. There was some confusion whether the claim amount takes into account the payments made under the unit bid items. Attorney Gill was not sure.

Claim No. 1 arises the installation of an extra manhole on Water Avenue. Mr. Gill stated that contractor had started tunneling for the installation of a deep sewer line and that the tunnel was over halfway done before the State decided to build a manhole at what would have been the end of the tunnel where the connection of the new line was made to an existing sewer. The amount sought on this claim is in addition to the $525 unit bid item payment. The contractor holds that a change in the method of their construction would have been made earlier had they known of the manhole requirement all along.

Mr. Boyd again read from his written statement emphasizing two points: that the force account record of the total cost of the manhole is about $743, and that

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION.

the tunnel towards the manhole had not advanced, it had barely started. The State contends that this was a unit item, no different than others of the total of four deep manholes constructed on the project.

Attorney Gill then discussed Schedule "B" which totals $11,143.46. He left with the Board two exhibits showing the sequence of the work to be performed as they had planned and then as it was actually performed. They had planned to do the drainage work in two parts. They offered to put the Type "B" catch inlets in with stub-outs to connect to the deck drain lines later. The State would not allow this and they had to come back and put the catch basins in piecemeal. Mr. Gill stated, when asked, that Schedule "B" is concerned entirely with the catch inlets.

The question of timely notice on this item was raised and the answer at this point was evasive. Mr. Gill stated everyone knew about it. He also left copies of diary entries made by a supervisor (of the subcontractor) in 1965 after the third move-in. When the discussion returned to timely notice, reference was made to a September 30, 1965 letter from Teeples and Thatcher to Peter Kiewit Sons' Company and an October 5, 1965 letter from Peter Kiewit Sons' Company to the State. Copies of these letters are in the claim folder submitted earlier by the contractor.

Mr. Boyd read the October 1, 1965 diary entry made by the State's Inspector Murphy to the effect that catch basin grades were ready.

Attorney Gill then discussed Schedule "A" which amounts to $16,225.34, which allegedly represents extra overhead costs incurred. Mr. Gill stated he frankly did not think this was an item that could be passed on to the State. Part of the extra Claim 1 and 2 costs are included in this Schedule "A".

Mr. Gill then summarized the parts of the claim, again mentioning that there was a change in cost involved on Claim No. 2. He agreed to compile additional cost data on this and submit same to Metro.

The Board discussed this matter immediately after the open meeting. It was recognized that the plans were defective in not showing the sewer line which is the subject of Claim No. 2. It was unanimously agreed to sanction a settlement on Claim No. 2 only, as a non-participating complete and final settlement of all claims on the project, the exact amount to be determined after the additional cost material from the contractor is available. It is to be an equitable amount. The question of timely notice was not pursued, but is not the basis of refusal of Schedule "B".

JAB:fw
cc: R. L. Porter
F. B. Klaboe
Tom Edwards
G. E. Rohde
C. H Maison

John A. Bond, Secretary
Claims Review Board

RECEIVED
OCT 17 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 9, 1968

SUBJECT: West Marquam Interchange
Contract No. 6354

To:

Mr. R. L. Porter
Mr. F. B. Klaboe
Mr. Tom Edwards
Mr. G. E. Rohde
Mr. C. H. Maison

This is to remind you of a claim review meeting on the subject project slated for Monday afternoon, October 14 at 1:30 P.M.

This claim involves subcontracted drainage work, the subcontract being a comparatively small part (1.44 per cent) of a large complex project.

Attached for your possible use is a chronological statement summarizing the project and a print of Drawing No. 19203, a vicinity map showing the general layout of the site.

The State's representatives at the review will submit a written statement summarizing the State's position on this claim.

John A. Bond, Secretary
Claims Review Board

JAB:fw
Attach.

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OCT 9 1968
OFFICE OF
STATE HIGHWAY ENGINEER

CHRONOLOGICAL STATEMENT

WEST MARQUAM INTERCHANGE (6 STRUCTURES)
CONTRACT NO. 6354
FEDERAL AID PROJECT I-5-6(50)301

Approval Date: October 8, 1963

Date of Award: November 7, 1963

Contract Amount: $4,565,687.40

Actual contract cost (exclusive of engineering and State Force): $4,513,343.

Unit	Specified Completion Dates	Work Completed	Time Extension Approved To	Time Extension Approval Date	Penalty
A	3-31-64	3-31-64	-	-	None
B	4-30-64	4-22-64	-	-	None
C	9-30-64	9-30-64	-	-	None
D	4-30-65	10-25-65	11-30-65	7-13-65	None
E	7-31-65	10-25-64	10-25-64	1-25-66	None
F	11-30-65	6-7-66	6-7-66	1-31-67	None

(Post-final No. 33 refunded all liquidated damages to the contractor, 189 days = $56,700.)

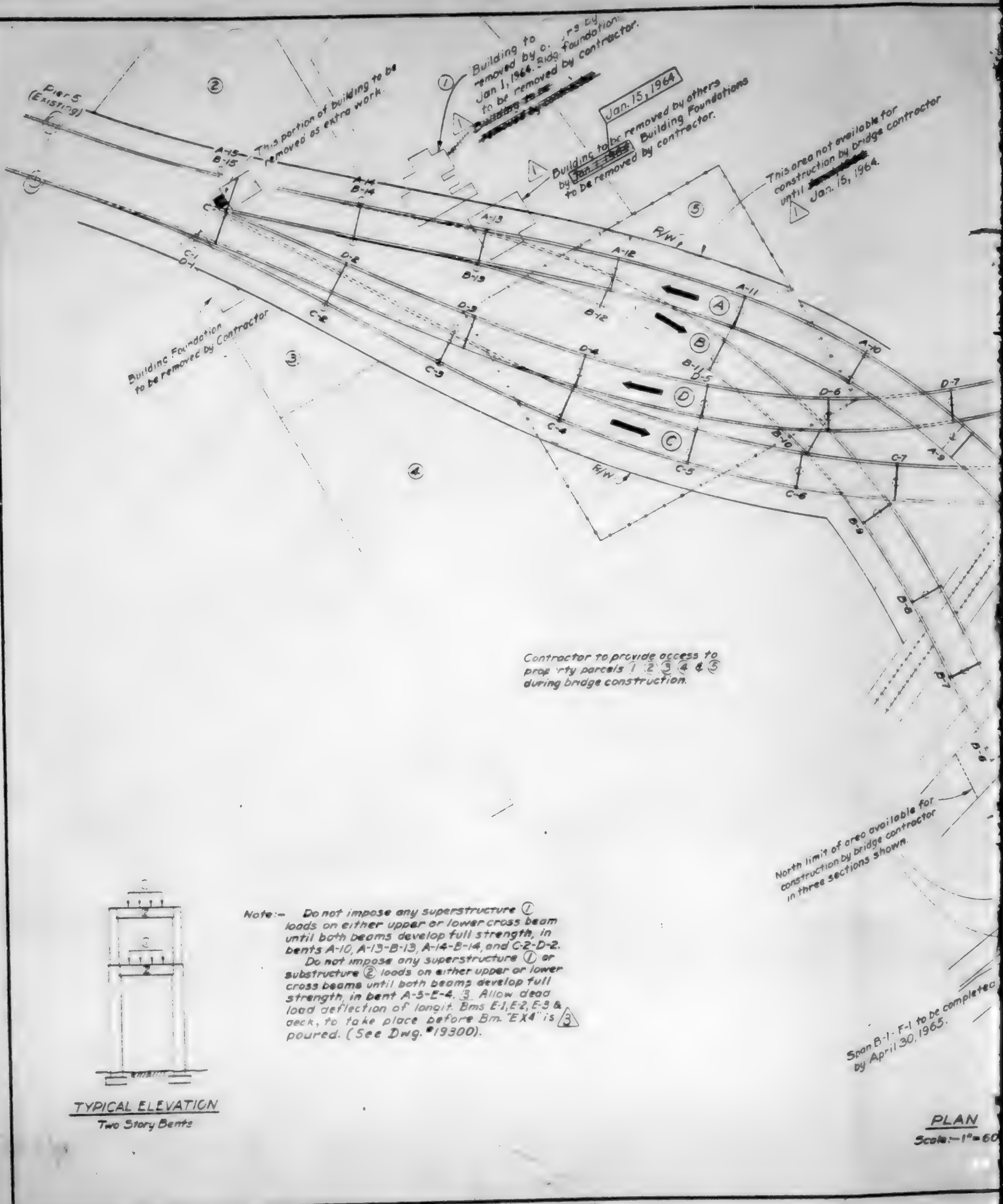
Contract Completion Date (actual) June 7, 1966

Date Final Voucher and Estimate No. 32 sent to Contractor: December 20, 1966.

Date Post-final Voucher (Estimate No. 33) sent to contractor for signature: February 8, 1967.

Date that current claim was submitted to OSHD: September 19, 1967.

This project is under the 1954 Standard Specifications.


Pier 5 (Existing)
This portion of building to be removed as extra work.
Building to be removed by others by Jan 1, 1964. Bldg. foundation to be removed by contractor.
Jan. 15, 1964
Building to be removed by others by Jan 1, 1964 to be removed by contractor.
Building Foundations
This area not available for construction by bridge contractor until Jan. 15, 1964.
Building Foundation to be removed by Contractor
R/W
A
B
C
D
Contractor to provide access to property parcels 1 2 3 4 & 5 during bridge construction.
North limit of area available for construction by bridge contractor in three sections shown.
Span B-1 - F-1 to be completed by April 30, 1965.

TYPICAL ELEVATION
Two Story Bents

Note:— Do not impose any superstructure (1) loads on either upper or lower cross beam until both beams develop full strength, in bents A-10, A-13-B-13, A-14-B-14, and C-2-D-2.

Do not impose any superstructure (1) or substructure (2) loads on either upper or lower cross beams until both beams develop full strength, in bent A-5-E-4. (3) Allow dead load deflection of longit. Bms E-1, E-2, E-3 & deck, to take place before Bm. "EX4" is poured. (See Dwg. #19300). (3)

PLAN
Scale:— 1" = 60

SEP 10

Span D-14 to be completed by April 30, 1965

Retaining Wall

Retaining Wall & end abutment D-15 to be completed by April 30, 1964.

15" C.M.P.

Spans F-13 & F-14 to be completed by April 30, 1965

Proposed Widening S.W. Moody Ave.

Future S.P.R.R. Track

Existing S.P.R.R. Spur Track

Entire "F" Ramp to be completed & opened to traffic by July 31, 1965.

Retaining Wall by others

Curb

Fill to be completed by Oct. 1, 1964. No work on end span until fill is placed by others. Span C-14 to be completed by April 30, 1965.

Bent C-13 to be completed by April 30, 1964.

Freeway Curb

(Removed from contract)

Baldock Freeway

This section of sewer to be completed by Sept. 30, 1964

Ross Island Bridge

RIVER

Marquam Bridge

WILLAMETTE

Hawthorne Bridge

East Bank Freeway

Stadium Freeway

VICINITY MAP

21" Storm Sewer

24" Storm Sewer

Span E-5 to be completed by April 30, 1965.

S.W. Water Ave.

Entire "E" Ramp (including entire Bent A5-E4) to be completed & opened to traffic by July 31, 1965

Spans E-1, E-2 and E-3 to be completed by April 30, 1965

Retaining wall to be completed by March 31, 1964.

Span A-1 to be completed by April 30, 1965.

This area not available for construction by bridge contractor until July 1, 1964, except as noted.

S.W. Commerce St.

Retaining Wall

Retaining Wall by others

Detour Structure To be constructed & removed by others

PLAN

Scale:- 1" = 60'

DATE	REVISION
2-4-63	1 Chng. note (Buildings) to "Area."
11-12-63	2 Revised Bt. E-6 per Dwg. 19475.
1-21-63	3 Add. to note.

APPROVED: Jason Pollard Asst.

BRIDGE ENGINEER

DESIGNED ..... CHECKED .....

DRAWN St. H. CALC. BOOK

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

WEST MARQUAM INTERCHANGE

CONSTRUCTION LIMITATIONS

DATE 8-14-62 SHEET 3 OF 142

BRIDGE NO. 8591 DRAWING NO. 19203

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD

FRED W. HILL, MEMBER
PENDLETON

THADDEUS B. BRUNO, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 24, 1968

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington 98663

ATTENTION: Mr. W. D. Hitt

RE: West Marquam Interchange
Contract No. 6354

Gentlemen:

This will confirm the time of 1:30 P.M. Monday, October 14 for your meeting with the Claims Review Board to review your claims on the subject section. The meeting will be in Room 134 of the State Highway Building in Salem.

This is in response to your letters of May 27 and August 30, 1968 requesting a hearing by the Review Board. Copies of the one-page summary of the claims from Teeples and Thatcher and the first twelve pages of material which you submitted earlier in a folder are being supplied to the members of the Board for their advance information.

Very truly yours,

John A. Bond, Secretary
Claims Review Board

JAB:fw
bc: R. L. Porter
F. B. Klaboe
Tom Edwards
G. E. Rohde
C. H. Maison
I. D. Merchant
A. E. Johnson - Attn: A. V. Benedict
J. B. Boyd

RECEIVED
SEP 24 1968
OFFICE OF
STATE HIGHWAY ENGINEER

Peeples & Thatcher Contractors, Inc.

Heavy Engineering — Mechanical Construction

8850 S. E. OTTY ROAD • PORTLAND, OREGON 97266 • P. O. BOX 66235 • PHONE 775-1551, AREA CODE 503

Schedule A: Amount $16,225.34

Relates to the subcontractor's additional overhead costs, move in and out costs, and wage rate increases which were the result of delays, change in the scope of work and insufficient engineering information which resulted in an additional move in and out and increased over-all time required to complete the project of 16.3 weeks.

Schedule B: Amount $11,143.46

Relates to the subcontractor's inability due to lack of downspouts on the bridge structure and insufficient engineering information to complete the catch basin inlets in continuity with the drain lines resulting in additional cost to the subcontractor.

Claim No. 1:

Relates to the additional cost of construction of a tunnel instead of an open cut ditch resulting from the addition to the contract of a new special manhole.

Claim No. 2:

Relates to the construction of an additional 21" sewer line on Sheridan Street ramp which was not shown on the plans nor described in the bid items.

TEEPLES & THATCHER entered into a subcontract with Peter Kiewit Sons Co. on 21 Oct. 1963. This subcontract involved the construction of sewers, storm sewers, manholes and catch basins, together with the excavation and backfill required to install the materials.

The subcontract was not a lump sum contract but was composed of unit prices for certain quanities of work as estimated by the State of Oregon.

The work of the subcontractor was to be governed by the terms of the general contract between Peter Kiewit Sons Co. and the State of Oregon. The subcontractor by the terms of the general contract and his subcontract with Peter Kiewit however was forbidden to deal directly with the State and was forced to rely on the General Contractor to protect his interest.

TEEPLES & THATCHER in preparing their bid to Peter Kiewit projected their job progress in relation to the completion dates set forth in the special provisions of the general contract as follows:

Unit A. The retaining wall on the southerly side of the "A" line between Station "A" 499+24 and "A" 501+04 shall be completed not later than March 31, 1964.

Unit B. Abutment "E-6" - The retaining wall on the westerly side of the "E" line between Station "E" 503+75.91 and Station "E" 508+06.08, Bent C13, abutment "D-15" and the retaining wall on the easterly side of the "D" line between Station "D: 483+93 and Station "D" 484+50 shall be completed not later than April 30, 1964.

Unit C. The outfall sewer lines on the northerly side of Ramp "A" and the easterly side of Ramp "F" shall be completed not later than Sept. 30, 1964. (These sewer lines shown on Drawing 19203).

Unit D. Spans "A-1", "B-1", "C-14", "D-14", "E-1", "E-2", "E-3", "E-5" and "F-1" shall be completed not later than April 30, 1965.

Unit E. Ramp "E" and Ramp "F" shall be completed and open for traffic not later than July 31, 1965.

Unit F. All work to be done under the contract shall be completed not later than November 30, 1965.

Article 1.5.6 Cooperation by Contractor - starting on Page 5 of the Special Provisions states the various stages of work on the S.W. Broadway-Ross Island Bridge section is scheduled for completion as follows:

1. All clearing, removal, embankment construction and drainage work between Stations 500 and 503 on the B, E and F Lines scheduled for completion by July 1, 1964.

2. All embankment and drainage construction work at the ends of all structures under this (West Marquam Interchange) contract is scheduled for completion by October 1, 1964.

3. All work to be done under the S.W. Broadway-Ross Island Bridge project scheduled for completion by July 31, 1966.

Inasmuch as the total time required for completion of a contract is pertinent to the cost of the contract, TEEPLES & THATCHER prepared a progress schedule for the proposed job as follows:

1. Move in and complete all work in Units A, B and C prior to July 1, 1964 as all work by Peter Kiewit and also work by other contractors in these areas is scheduled for completion prior to this date. Shut down the job and move out.

2. The balance of the work consisting only of approximately 14 type B inlets, 5 manholes and 900 l.f. of 8" storm sewer between the catch basins would be held up pending completion of the remaining bridge piers in June or July of 1965 at which time the subcontractor would move back and complete his work in not over 30 days.

Mr. Frank Fritzie, Project Engineer, contacted Mr. R. C. Johanson

and Mr. Johanson confirmed this analysis of the contract completion dates to the extent that he assured Mr. Fritzie that there would be only two move in and outs required.

TEEPLES & THATCHER moved in and started work on November 18, 1965.

It was immediately found that a 27" sewer line on Sheridan Avenue would have to be relocated and as a result of this relocation a special manhole would be required. TEEPLES & THATCHER were requested to submit a quotation for this manhole on Dec. 12, 1963. The quotation was submitted on Dec. 26, 1963. Not until Jan. 29, 1964 was a notice to proceed on a force account basis received by TEEPLES & THATCHER - a delay of one and one-half months. (Ref. 1)

On January 6, 1964 TEEPLES & THATCHER were informed by Peter Kiewit that the State had decided to change the specification for the type of concrete pipe to be used on the project. On Jan. 13, 1964 TEEPLES & THATCHER furnished Peter Kiewit with their quotation for the additional cost (Ref.2). The subcontractor was not reimbursed for the extra cost of this pipe until May 5, 1964.

On Jan. 29, 1964 TEEPLES & THATCHER were directed to install a 21" run of sewer pipe running parallel to the east side of Bents A-7 and F-G. This line is shown only on Drawing 19214 which is entitled "Footing plan". The line is not shown on drawings 3A and 3B though all other lines are shown in detail on these sheets. A formal claim was submitted on Jan. 9, 1964. This claim was rejected by the State on Jan. 13, 1964. On Jan. 23, 1964 Peter Kiewit directed TEEPLES & THATCHER to proceed with the work. On Jan. 21, 1964 (K-H-B-H) attorneys for TEEPLES & THATCHER notified Peter Kiewit that the subcontractor would proceed with the work as directed and that a formal claim would be presented. The costs for completion of this 21" line were submitted to Peter Kiewit on April 4, 1966 in the amount of $4,862.37, which was the

actual cost of the labor, materials and equipment used in the work. The work however was of such a nature, deep excavation, old concrete and cribbing and 16" concrete and asphalt paving that it disrupted the continuity of the contractor's project by tying up equipment and manpower when they could have been more profitably used on other portions of the work. (Ref. 3) By letter of March 11, 1964 Peter Kiewit aptly stated the facts of this claim. Much correspondence and several conferences have been held on the subject. However it still remains unresolved.

The contract drawings show a 24" sewer line connecting to an existing sewer line and extending to a new manhole at Bent F4. TEEPLES & THATCHER excavated for the manhole at Bent F4 and started a tunnel to make the connection with the existing 24" line as the new line lay under pavement and tunneling was the cheaper of the methods which could be used. On Feb. 28, 1964 after several conferences TEEPLES & THATCHER were directed to construct a manhole at the intersection of the new and old lines. This new manhole was over 12' in depth and the contractor's unit price was only $500.00 for this type of manhole. On page 125 of the Contract Specifications the pay item for a manhole is stated to include the cost of excavation and backfilling in the unit price for the manhole. TEEPLES & THATCHER's unit price per mahole was based on open cut excavation with a backhoe in which case the manhole excavation is only indidental to the cost of the ditch excavation. In the case of this added manhole TEEPLES & THATCHER could not use the open cut method as their tunnel was almost completed. They were therefore forced to resort to the use of a clam shell with shoring to eliminate the chance of a cave-in and as this manhole was in the street, special backfill was required. The contractor's additional cost over and above the contract unit price was $1,623.73 which was submitted by letter on April 24, 1964. However after numerous conferences the matter has still not been resolved.

On Dec. 4, 1963 the State Engineers stopped all work until Dec. 6, 1963 while they decided whether to change the pipe size. Standby time for men and equipment was in the amount of $480.09. No payment was received until after much correspondence and several conferences. The State finally agreed to pay the amount of $164.04 which is ample evidence that they were responsible for the delay.

TEEPLES & THATCHER worked on the project with an average crew of ten men until March 9, 1964 at which time it was found that the General Contractor had not completed enough of his work to enable the subcontractor to proceed with the balance of the work. TEEPLES & THATCHER therefore pulled off the job with the intention of returning later in the year to complete the rest of the work.

At this time TEEPLES & THATCHER had completed .44.4% of their contract and had received payment estimates totaling $23,485.00. However they had expended $21,609.00 in labor. A review of this excessive labor cost reveals that a major portion was used in the 21" extra line and in the extra manhole on Water Street, plus the general over all inefficiency resulting from the inability of the State's Engineers to provide clear cut plans and/or decisions.

On April 13, 1964 a copy of a letter from the State was received by TEEPLES & THATCHER relative to their claim for payment for the 21" storm sewer (Ref. 6). This letter was in reply to Peter Kiewit's letter of March 11, 1964 (Ref. 3). The letter is indicitive of the poorly engineered design of the project and admits to various omissions, discrepancies and duplications in the plans, however refuses to admit that the State erred in not showing the line on the proper drawings.

It now became apparent that the remainder of the subcontract could not be completed in the orderly manner contemplated by TEEPLES & THATCHER when they bid the job. The metal drop pipes from the structure had not been

installed and would not be installed until sometime in 1965. Normally excavation for the catch basins is completed at the same time that the ditch execavation for the connecting piping is done and the catch basin constructed without delay. It was now apparent that it would be necessary to complete the catch basins and drain lines as two separate operations. As Peter Kiewit were proceeding with final grading and paving in complete disregard of TEEPLES & THATCHER's inherent right to proceed with their subcontract without hindrance from the General Contractor.

The catch basin at C-12 was critical as Kiewit expected to pave the area immediately. TEEPLES & THATCHER agreed to furnish pipe for stub outs so that the pipe drops could be installed at a later date at no additional cost. A letter was received that this method was acceptable on June 10, 1964 (Ref. 7). This letter further stated that the drainlines between the catch basins must be installed at this time or TEEPLES & THATCHER would be required to remove and replace asphalt (which was yet to be layed) and to provide barricades and flagmen to enable them to work in finished streets all of which was contrary to TEEPLES & THATCHER's work schedule and is not in conformity with the schedule of completion as set forth in the contract documents.

In response to the letter of June 10, TEEPLES & THATCHER moved back to the job on July 28th. It was immediately found that Peter Kiewit would not cooperate with the subcontractor by installing the lower portion of the metal drop pipes from the structure which could have been done at this time and which would have enabled the subcontractor to construct the catch basins in continuity with the drain line construction but the State had not established any grade so that the catch basins could be installed in their proper location, nor were the locations of the 8" connecting piping established. A copy of a letter from the State indicating this fact by stating that the location of certain drainage lines would be changed and

additional manholes required was received on Aug. 4, 1964 (Ref. 8). This letter also states that the catch basins could not be fabricated until the drops from the structure were installed.

TEEPLES & THATCHER were therefore placed in the position of having to choose which was the lesser of the two evils.

They could either excavate and lay the connecting piping and wait to construct the catch basins at some uncertain future date which would result in a greatly increased cost for the work of constructing the catch basins, or they could wait until Kiewit had completed the downspouts and then lay pipes and construct catch basins simultainously. This latter method however would require removal and replacement of paving, barricades and flagmen and the consequent reduction of efficiency due to the necessity of working under traffic conditions.

Inasmuch as they were already on the jobsite and in order to avoid the additional expense of moving on and off again TEEPLES & THATCHER elected to proceed with the work of installing all of the drain lines and leaving the excavation at the pipe ends open for the future installation of the catch basins hoping that there would not be too much damage in the period before they could start construction of the catch basins. The subcontractor was constantly hampered by the lack of cooperation by Peter Kiewit which fact was called to their attention by letter dated Sept. 28, 1964 (Ref. 9). However as the rainy season had commenced the excavation rapidly began filling with mud and debris and many catch basins were filled by Peter Kiewit in their grading operations. Numerous conferences with Mr. Johanson of Peter Kiewit Company were held, which culminated with their admitting their responsibility for preventing TEEPLES & THATCHER from completing the catch basins. Peter Kiewit therefore took the responsibility for cleaning the drain lines. A letter was received by TEEPLES & THATCHER on Oct. 5, 1964 (Ref. 10 & 11) stating that the work had been accomplished. This letter also

reiterates the statement that the catch basins could not be installed until the spring of 1965.

TEEPLES & THATCHER worked until Oct. 8, 1964 and completed all of the contract with the exception of 56 out of total of 57 catch basins, from which they could expect only a total revenue of $4,480.00. As of that date TEEPLES & THATCHER had expended $72,097.66 and had received as compensation only $51,687.37 their monitary loss being directly traceable to the numerous changes and additional work they had been forced to perform and for which they had not been compensated.

Despite the fact that by letter of Oct. 1, 1964 (Ref. 10) Peter Kiewit had informed TEEPLES & THATCHER that the catch basins could be installed in the spring of 1965, the general construction was not in such a state of readiness that the subcontractor could return until Sept. 7, 1965 which is the start of the rainy season. And even at that late date the State had not completed their work of establishing lines and grades , and very few of the downspouts had been installed. However in order to make some attempt to complete the contract prior to the contract completion date TEEPLES & THATCHER were forced to work under these adverse conditions.

The catch basin excavation had been filled by wash from surrounding areas and by grading operations performed by Peter Kiewit, many drain lines had been broken and the pipes were again full of dirt and debris. Peter Kiewit was notified of these conditions by letter dated Sept. 30, 1965 (Ref. 12)

The State had not yet completed their engineering. No lines and grades for the catch basins were set. Various drain lines were at the wrong elevation due either to errors in the original computation or to changes in the plans. The work accomplished in the period Sept. 7 to Sept. 30th was negligable and Peter Kiewit was notified of the fact on Sept. 30, 1965 (Ref. 13). And on the same date the State admitted their inability to establish the grades and ordered the job shut down. Peter Kiewit was notified by letter

dated Sept. 30, 1965 (Ref. 14) and the request was made that the work be finished on a time and material basis.

Peter Kiewit on Oct. 5 and 7, 1965 sent a copy of this letter to the State stating they had scheduled TEEPLES & THATCHER to return on Oct. 11, 1965 (Ref. 15).

The State on Oct. 8, 1965 wrote Peter Kiewit denying any responsibility for the shut down and also stating that the downspouts had not yet been installed and enclosing a chart showing the uncompleted downspouts (Ref. 16). This chart shows that only 8 of the downspouts had been completed out of a total of 56 which clearly indicates that Peter Kiewit was far behind in their progress. TEEPLES & THATCHER completed the catch basins on Nov. 22, 1965 with a labor cost of $5,800.00 and a revenue of only $4,480.00.

On Jan. 25, 1966 a letter was received from Peter Kiewit enclosing a copy of a letter from the State of Oregon denying the major portion of the subcontractor's claims. This letter was answered on Jan. 28, 1966 (Ref. 19) informing Peter Kiewit that the matter was being placed in the hands of our attorneys.

Payment Estimate No. 18 was received on March 3, 1967 in the amount of $5,603.83 which included payment of retained percentage. This check has not been endorsed or deposited pending settlement of this claim.

It is evident from the foregoing summary that the subcontractor was seriously hindered by the actions of Peter Kiewit and/or the State of Oregon, and that a considerable quanity of work was required of him which was not a part of the plans and specifications upon which he based his quotation. Despite the fact that he had been informed in conference that only one additional move in and out would be required after the initial move in, TEEPLES & THATCHER however were forced to move in and out three times plus having the entire job shut down due to lack of work area on two occasions.

The subcontractor's estimate for the work involved was based upon the fact that he could move in and complete the major portion of the contract in ten working weeks. The only work which would remain to be done would be the installation of 8 catch basins with their connecting piping which could be completed in two weeks with a crew of two men.

During the priod Nov. 18, 1963 to March 9, 1964 the contractor worked continually with an average crew of 9 men, however was so beset with change orders, delays and orders to do work not included in his contract that his progress was much less than was anticipated in estimating the job.

He was forced to return to the job again on July 28, 1964 and worked until Oct. 8, 1964, working principally on drain lines for the catch basins though he was prevented from installing the catch basins themselves as had been previously discussed. The subcontractor was forced during this period to work only a small two or three man crew as the work had to be scheduled to correspond to the activities of Peter Kiewit. Consequently over nine weeks were used to accomplish work which could have been completed in three weeks if the work area had been available. The contractor's equipment costs and supervisory and overhead costs however were the same weekly costs as they would have been if the contract had been completed in the shorter period of time.

The additional costs for overhead, equipment rental and fuel are detailed on the attached Schedule A and payment is requested.

The subcontractor again returned to work on Sept. 7, 1965 and worked to Nov. 22, 1965 to install only 5 catch basins. The installation of the drain lines had already been completed and the catch basin installation was completely out of sequence.

In normal practice the catch basin excavation would have been completed at the same time as the drain line excavation and at no additional cost. This excavation had been completed but was now obliterated by grading

operations and wash from the surrounding area. As a consequence all of the work had to be done over (much of it by hand) in order not to damage the installed drain lines. The costs of constructing a catch basin if it is done at the time the drain lines are installed is minor as is shown by the unit price of $80.00 per basin in the contract which includes material, labor, overhead, equipment rental and all other costs, plus profit. The cost was far in excess of normal due not only to the fact that the construction was out of sequence but to the fact that engineering was not complete and Peter Kiewit was still far behind in their work progress. The subcontractor therefore requests compensation for all costs not including material, for the period Sept. 7, 1965 to Nov. 22, 1965, less the normal cost of constructing the catch basins if done in the proper sequence. These costs are detailed on the attached schedule B and payment is requested.

During the tenure of the contract numerous changes were made in the work and certain work was required of the subcontractor which was not a part of his contract.

The following claims have been submitted but payment has not been received. Further documentation is not included in this letter as all claims were fully documented at the time of their submittal.

1.	Cost of tunneling for extra shaft on Water Avenue	$1,341.33
2.	Hook-up catch basin on Sheridan Street ramp	206.17
3.	Encountered existing pipe in tunnel.	115.49
4.	Install 21" blind connector on Sheridan Avenue	4,881.05
5.	Sub surface difficulties encountered in Greyhound Bus Depot	894.61

We have carefully reviewed these claims and find that there is reasonable argument as to whether or not the work in Nos. 2, 3 and 5 was included in the contract. Payment for these 3 claims is therefore not requested.

The following summary of additional charge is in our belief valid. Payment has not been made and is hereby requested.

Schedule A	$16,225.34
Schedule B	11,143.46
Claim No. 1	1,341.33
Claim No. 2 9,941	4,881.05
	$33,591.18

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 3, 1968

Peter Kiewit Sons' Co.
Contractors
PO Box 1777
Vancouver, Washington 98663

Re: OSHD Contract No. 6345
West Marquam Interchange
Marquam Job No. 3305

Gentlemen:

I have your May 27 letter requesting a review of a claim for extra compensation on this project before our Claims Review Board. I find that it will be some time after June 20 before the meeting can be held.

I will contact you later when I have more information on availability of our people for specific dates. In the meantime, would you kindly submit a short item by item summary or listing of the parts of the claim with a very brief description of the nature of the item and money amount for each part.

Very truly yours,

John A. Bond, Secretary
Claims Review Board

JAB:ss

cc: R. L. Porter
Jay B. Boyd
A. E. Johnson - Attn: Ed Hardt
I. D. Merchant

RECEIVED
JUN 3 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 80 M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

I.5.6 20
1 54

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 3, 1968

Peter Kiewit Sons' Co.
Contractors
PO Box 1777
Vancouver, Washington 98663

Re: OSHD Contract No. 6345
West Marquam Interchange
Marquam Job No. 3305

Gentlemen:

I have your May 27 letter requesting a review of a claim for extra compensation on this project before our Claims Review Board. I find that it will be some time after June 20 before the meeting can be held.

I will contact you later when I have more information on availability of our people for specific dates. In the meantime, would you kindly submit a short item by item summary or listing of the parts of the claim with a very brief description of the nature of the item and money amount for each part.

Very truly yours,

John A. Bond

John A. Bond, Secretary
Claims Review Board

JAB:ss

cc: R. L. Porter
Jay B. Boyd
A. E. Johnson - Attn: Ed Hardt
I. D. Merchant

RECEIVED
JUN 3 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 10M 6-67

RECEIVED
FEB 26

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

I-5-6(50)301

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 23, 1968

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Attention Mr. W. D. Hitt

Gentlemen:

West Marquam Interchange Section
Contract No. 6354
Your Job No. 3305

The material you transmitted to Mr. Ed Hardt under date of September 19, 1967, has been reviewed both here and at the field level. This concerns a request by your subcontractor, Teeples & Thatcher, for additional compensation in the total amount of $33,591.18. Although this was primarily a structures contract, the subject matter of your letter relates more to the grading items which were handled by our Construction Division people and, therefore, we are making the reply.

We find the presentation somewhat disconnected and encountered difficulty in relating some of the various background material with specific parts of the claim. Also, some supporting material obviously is missing.

The extreme lateness in the presentation of material designated Schedules "A" and "B" limits our ability to respond. As far as we can determine, this is new material and a new proceeding. Furthermore, it is not clearly directed to the State, and the failure, if any, on the part of the State as the contracting agency is not explained. It would seem also that the proper time to present such a matter to the State has passed.

The items identified as Claims 1 and 4 have been thoroughly reviewed in the past. They were included in Resident Engineer Lytle's January 25, 1966, letter to you (identified as Claims 3 and 6 therein) and were denied. No new information or analysis justifying adjustment on these items is presented. We, therefore, believe the earlier rejection stands.

None of the above matters was mentioned in your December 28, 1966, letter to our Accounting Division returning the final voucher. This reinforces our belief that the proper time for presenting these items as claims has elapsed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By F. D. Morgan

F. D. Morgan
Construction Engineer

FDM-JAB:fw:nn

bc: F. B. Klaboe
I. D. Merchant
A. E. Johnson

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

IN THE SUPREME COURT OF THE STATE OF OREGON

Department 2

RECEIVED
OCT 16 1967
LEGAL & RIGHT OF WAY

C. H. Savage, dba C. H. Savage Co., Respondent and cross appellant,

v.

Peter Kiewit Sons' Co., a Nebraska corporation, Respondent,

and

David B. Simpson, Glenn L. Jackson, and Kenneth Fridley, constituting the Oregon State Highway Commission, Appellant and cross respondent.

* * * * * * * * *

Appeal from Circuit Court, Multnomah County.

Virgil Langtry, Judge.

Argued and submitted July 13, 1967.

Alan H. Johansen, Assistant Attorney General, Salem, argued the cause for appellant and cross respondent. On the briefs were Robert Y. Thornton, Attorney General, G. E. Rohde, Assistant Attorney General and Chief Counsel for Oregon State Highway Commission, and J. Robert Patterson, Assistant Attorney General, Salem.

Bruce M. Hall, Portland, argued the cause for respondent and cross appellant Savage. On the brief were Bonyhadi & Hall, Portland.

Cleveland C. Cory, Portland, filed a brief for respondent Peter Kiewit Sons' Co.

Before Perry, Chief Justice, and Sloan, Goodwin, Denecke, and Lusk, Justices.

GOODWIN, J.

Reversed with instructions.

FILED
OCT 16 1967

GOODWIN, J.

The Oregon State Highway Commission appeals from a declaratory decree allowing compensation to a subcontractor for extraordinary expenses incurred in performing his contract. As this suit was tried below as a suit in equity, we have considered the record de novo pursuant to ORS 19.125 (3).

The defendant Kiewit was the prime contractor with the Highway Commission for the construction of the West Marquam Interchange on Interstate Five in Multnomah County. The plaintiff, Savage, subcontracted with Kiewit for the cleaning and painting of the structural steel used in the interchange.

The contract between the Highway Commission and Kiewit provided for all structural steel to be cleaned by sandblasting, either (1) in the steel supplier's shop, (2) on the ground at the bridge site, or (3) in the air after erection. Savage elected to sandblast in the air, which witnesses agreed was the most economical method, and computed his bid accordingly. Savage had concluded after inspecting the site that, with certain precautions, the open-air method could be used without undue damage to nearby businesses.

After the steel was in place and the other optional methods were thus precluded, Savage began the sandblasting. He proceeded without difficulty until a complaint of damage from falling sand was made by Alaska Steel Co., a concern which operated machinery under the work area. Savage then commenced to take the precautions which, he testified, he had anticipated probably would be necessary. These consisted of providing covers for Alaska Steel's equipment, working on weekends, and working only when the winds were favorable. Despite Savage's precautions, Alaska Steel continued to complain that sand

particles were damaging its machinery, and on June 3, 1965, obtained a permanent injunction against further sandblasting above its land.

After the injunction was decreed, the Highway Commission asked Savage to conduct tests of cleaning methods other than sandblasting. During the tests, Savage received from the bridge engineer and from the assistant state highway engineer conflicting advice as to his duties under his contract. Confused by these communications, Savage commenced a suit for declaratory relief on July 1, 1965. Between the filing of this suit and the hearing thereof, the Commission again advocated some variation of the open-air sandblasting method. Savage and Kiewit then devised an enclosed structure, a sort of movable cocoon, which could be rolled along the spans and which was designed to contain the sand particles.

After the hearing of the declaratory proceeding, the trial court concluded that Savage's original obligation to perform his contract with Kiewit had been discharged by impossibility (Alaska Steel's injunction). The court then treated the Commission's urging that Savage proceed by the newly devised method as an alteration of the original contract, and ordered Savage to finish the sandblasting on a quantum meruit basis. The Commission had been urging Savage to proceed, and had helped to have the existing injunction modified to permit him to do so, but the Commission vigorously opposed the portion of the declaratory decree which ordered Savage's compensation on a quantum meruit basis.

The Commission's appeal contends that Kiewit was bound to deliver for the contract price a finished product according to contract specifications, and that the injunction which

prevented the completion of Savage's subcontract as planned did not constitute a legal excuse for nonperformance nor create a right to extra compensation.

Savage contends that the injunction constituted a supervening event which made his performance impossible and thereby excused him from performance, citing 6 Corbin, Contracts § 1320, at 323 (1962). Supervening impossibility occurs "where, after the formation of a contract facts that a promisor had no reason to anticipate, and for the occurrence of which he is not in contributing fault, render performance of the contract impossible, the duty of the promisor is discharged, unless a contrary intention has been manifested * * * ." Restatement of Contracts § 457 (1932). Included as one of the supervening events which in a proper case may excuse performance is prohibition by a court order. Restatement of Contracts § 458 (1932); Annotation, 84 ALR2d 12, 46 (1962).

Cases dealing with impossibility caused by court order frequently speak of situations where an injunction prevents all performance, but this is not really what happened to Savage. He was eventually able to complete his promised sandblasting, but to do so he had to spend more money than he had planned on spending to protect third persons. The alleged impossibility in this case arises out of increased expense in complying with court orders.

In applying the doctrine of impossibility, courts recognize that unexpected difficulty or expense may approach such an extreme that a practical impossibility exists. See, e.g., Natus Corporation v. United States, 371 F2d 450 (Ct Cl 1967). To operate as a discharge, however, the hardship must be so

extreme as to be outside any reasonable contemplation of the parties. Natus Corporation v. United States, supra. And see Restatement of Contracts § 454 (1932); Transatlantic Financing Corporation v. United States, 363 F2d 312, 315 (DC Cir 1966).

Unexpected difficulties and expense, therefore, whether caused by injunction or by other causes, do not necessarily excuse performance of a contract. The question is whether the unforeseen hazard was one that reasonably should have been guarded against. One purpose of a contract is to shift reasonably foreseeable business risks to the party promising the performance so that the promisee can devote his energies and capital to other matters. A mere showing of commercial unprofitability, without more, will not excuse the performance of a contract. Learned v. Holbrook, 87 Or 576, 170 P 530, 171 P 222 (1918).

Returning to the Restatement limitations upon the excuse of impossibility (Contracts § 457), we need not search for contributing fault on the part of Savage. Whatever liabilities Savage may have incurred toward Alaska Steel, it is not necessary in this case to assign fault as a basis thereof. We assume for the purpose of this case that Savage did his pre-injunction sandblasting with reasonable care but that notwithstanding such care his operations caused harm to a nearby landowner and had to be drastically modified in order to avoid such harm.

The trial court found that "the situation which developed was beyond the contemplation and experience of all the parties to this case." The important question, however, is whether Savage should have anticipated the danger of serious harm to nearby landowners. Perhaps Savage should not have been expected

to anticipate that his work might be enjoined, since he had no previous experience with injunctions. But, putting the question more generally, it does not seem unreasonable to say that Savage should have anticipated that he might have to take out-of-the-ordinary precautions to avoid damage to businesses near the work area. Savage was in the sandblasting business, and assessing the risk of damage to third parties from his work appears to be within the scope of his expertness.

The argument was made that Savage should have been entitled to rely on the safety of all three methods approved by the Commission, and had no duty to anticipate unusual difficulty. United States v. Spearin, 248 US 132, 39 S Ct 59, 63 L Ed 166 (1918), furnishes some support for such an argument, with its holding that the government impliedly warrants that the specifications it furnishes contractors will be adequate for producting the desired result. But the situation where a contractor encounters extra costs after relying on incorrect government specifications presents a far stronger case against the government than does the instant case, where the Commission deferred to the judgment of the contractor as to which of the authorized methods he would use in computing a bid.

That Savage was allowed to choose between alternative methods of performance strengthens the conclusion that he should have anticipated the risks inherent in the chosen method. The inclusion of two more expensive yet safer alternatives could have put the bidder on notice that the cheapest method may not have been the safest one. There is, however, some authority for requiring the government to warn the bidders expressly about certain kinds of hazards rather than merely to provide safer

alternatives. Helene Curtis Industries, Inc. v. United States, 312 F2d 774 (Ct Cl 1963), held that the government was under a duty to disclose to persons bidding to manufacture a product that the normal methods for manufacturing such products probably would not work. Because the government failed to disclose its superior knowledge, a bidder was allowed to recover the extra cost of performing the contract by other than normal production methods. The difficulty of applying the Helene Curtis principle to the case before us is that Savage was in as good a position to gauge the risks as was the Commission. Helene Curtis involved a new product with which only the government had had experience. Savage, however, could be expected to know at least as much about the dangers of sandblasting as could anyone in the Highway Commission.

Because of the competitive nature of the bidding, one could also argue, as Savage did, that the bidders felt they had no real choice other than the cheapest option if they wanted the job. It was thus argued that in effect the state was asking for bids based upon the open-air method only. If the options were truly illusory, Savage's choice of the only available method would not point so strongly to the conclusion that he should have anticipated the dangers of the cheaper method. This argument loses some of its impact, however, because the record shows that the contractor who painted the main span of the same bridge elected to have his sandblasting done in the shop.

In addition to Savage's failure fully to anticipate the dangers of open-air sandblasting, it appears that he expressly assumed the risk of having to take all necessary precautions to avoid damage to third parties. The contract between Kiewit

and Savage expressly placed liability for such damage on Savage. It is true that Savage had no choice whether to assume the damage risks or not, but he did have the choice of naming the price at which he would assent to Kiewit's (and the Commission's) terms. Thus, the contract differed from the most objectionable kind of adhesion contract where one party must assent to all the other's terms because he has no alternative. In a construction contract there is no injustice in requiring a subcontractor to be responsible for damage caused by his work. He is the one who controls how the work is done. Such a provision in a contract is a common one.

While assuming the risk of paying damage claims resulting from one's performance is somewhat different from assuming the risk of having the performance enjoined because of the damage caused, the difference is essentially one of degree. Savage expected to incur certain costs in the event of damage to third parties, but he ultimately had to pay more than he expected.

If the damage leading to the injunction had been of a totally unexpected character, then Savage's argument would be more appealing. But here the alleged damage was exactly what any sandblasting contractor could expect from sand getting into a neighbor's machinery. If Savage had been required merely to pay for ruining an expensive machine belonging to Alaska Steel he clearly could not shift the added expense to Kiewit or to the Commission. He is in no better position when, because of the continuity and unmeasurability of the damage he was causing, an injunction rather than damages resulted from his performance. The risk of damage to third parties is one of the costs, albeit an uncertain one, which the bidder must consider in computing

his bid. Thus, we hold that Savage assumed the risk of consequences resulting from damage to third parties, and he is not entitled to be relieved merely because the degree of such damage was greater than he expected.

An argument was made by Savage that the Commission's conduct in causing the injunction to be modified and in urging him to complete the project somehow amounted to an implied promise to pay any extra costs incurred in completing the job. There was no trial court finding on this point, and the record is insufficient to support such a conclusion. Despite urging Savage to complete the job by the new method, the Commission repeatedly told Savage that he would not be paid extra compensation and that his contract bound him to complete the project no matter what it cost. The Commission's efforts to modify the injunction were entirely in its own interest, since once the injunction was modified Savage could no longer contend literally that his performance was impossible.

The Commission has presented a number of assignments of error in addition to its principal argument that the contractors were bound to finish the job as contracted regardless of cost to them. Since we conclude that the additional expenses incurred in order to eliminate the damage to third persons which had brought about the injunction were not expenses that legally could be charged to the Commission, it is not necessary to discuss the other assignments.

Reversed with instructions to enter a decree dismissing the complaint, without costs to either party.

RECEIVED
JUN 13 1966
FOR FILING

Salem, Oregon
June 10, 1966

Mr. G. E. Rohde
Chief Counsel

I have read the judge's decision in the case of C. M. Savage vs. Peter Kiewit Sons' Company and the Oregon State Highway Commission. I have discussed this matter with the Staff.

Please appeal this case to the Supreme Court.

Tom Edwards
Assistant State Highway Engineer

TE:jwa

cc Forrest Cooper
R. L. Porter
Victor D. Wolfe
A. E. Johnsen

FORM E-20 50M 3-65 SP 8470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 7, 1966

SUBJECT: C. H. Savage
vs.
Peter Kiewit Sons' Co., et al.
Our file L-4870-A

To: Mr. Tom Edwards
Asst. State Highway Engineer
Building

I have on this date received a copy of the decision of Judge Langtry which he filed on June 6, 1966. A copy of that decision is attached hereto. No judgment on said decision has yet been entered. I anticipate that this will be done within a very short time.

After the trial had in this cause, the Court entered findings that the subcontractor Savage was entitled to recover on a quantum meruit basis the additional costs of certain sandblast cleaning on the Marquam Bridge and within an enclosure as permitted by the modified injunction entered in this proceeding. We subsequently appealed that decision to the Supreme Court. The trial Court had retained jurisdiction to determine the amount that the subcontractor had coming after the work was performed under the modified injunction. Upon stipulation, our appeal to the Supreme Court was dismissed without prejudice and the case was remanded to the Circuit Court to determine the amount the subcontractor had coming on quantum meruit, and subsequent to the completion of the work.

It was agreed between all of the parties at this subsequent hearing that extra costs were incurred as shown on the attached exhibit which totaled $126,093.00, of which $9,247.00 were additional costs incurred by our prime contractor Peter Kiewit Sons' Co. In addition to the agreed amounts, the subcontractor claimed an additional $11,270.00 representing damage claims, legal costs, bond charges, sweeping sand and curtains purchased for Adler. The subcontractor also claimed a 32% of labor charge as an additional job expense which was supposed to cover general office expense and supervision. The Court's decision has disallowed all of the extra expenses with the exception of the 32% surcharge on labor. I am attaching as an exhibit a revised computation in accordance with the Court's ruling for your perusal.

From a reading of the decision it would appear that it is the Court's intention that a judgment be entered which would require us to pay through Peter Kiewit Sons' Co. to the subcontractor an additional

sum of $36,098.81. In addition to that we will also be required to pay to Peter Kiewit the sum of $9,246.50, which sum is the agreed extra expenses incurred by the prior contractor. When the judgment is entered, we will have 30 days therefrom to file a new appeal to the Supreme Court. If you have any questions with regard to any of these matters, please advise me.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap
Enc.

cc Mr. A. E. Johnson
Mr. G. E. Rohde

NOTED
J. ROBERT PATTERSON

RECEIVED
JUN 7 1956

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

C. H. SAVAGE, dba
C. H. SAVAGE CO.,

Plaintiff,

vs.

PETER KIEWIT SONS' CO., a Nebraska corporation, and DAVID B. SIMPSON, GLEN L. JACKSON and KENNETH FRIDLEY, constituting the OREGON STATE HIGHWAY COMMISSION,

Defendants.

No. 311-622

DECISION ON MOTION AND HEARING CONCERNING THE REASONABLE COMPENSATION OF PLAINTIFF UPON COMPLETION OF THE WORK

The Court has studied the memos and authorities submitted, besides having heard all the evidence in the case, and comes to the following findings and conclusions:

Either force account, or the payments specified under the contract in the nature of force account, are inapplicable in this quantum meruit situation.

The Court accepts the expense of completion figures agreed upon by the parties, as shown in Exhibit 29, but in addition thereto allows the 32% "job expense" figure shown in Exhibit 27, thus approving the total figure of $131,933.81 shown in Exhibit 27. However, although the proof satisfied the Court with reference to the job expense and overhead percentages, it did not as to "damage claims, sweeping sand, Adler curtains and 40% of bond charge" shown on Exhibit 27. After reviewing the contending legal arguments as to allowance of attorney fees, the Court concludes that so far as this case is concerned, the Court would be exceeding its authority to allow them.

Hence, the final figure is thus attained:	$131,933.81
Remaining on contract at injunction 42.6% + 837	95,835.00
Difference	36,098.81

With reference to the Kiewit contention that judgment should be against the Highway Commission only, the Court concludes that plaintiff was well within its rights in proceeding as it did, and that its judgment should be against both

defendants. Kiewit, being the principal contractor, is entitled to judgment in order to encompass everything and conclude the litigation in one suit, and its judgment shall be for the added billing of $9246.50 which it had on account of the change, the amount of which is not in dispute. Thus, Savage will be the ultimate beneficiary of a judgment for $36,098.81 on account of the change, on quantum meruit, and Kiewit of $9246.50 on account of extra expenses to it occasioned by the change.

Dated this 6th day of June, 1966.

VIRGIL LANGTRY
CIRCUIT JUDGE

ALL PARTIES AGREE AS TO EXTRA EXPENSES

SANDBLASTING AND PAINTING COSTS AFTER INJUNCTION

LABOR	$41,000	
General Overhead 18%	7,380	$48,380
MATERIAL:		
Red Lead	8,630	
Gray Paint	4,844	
VMP Thinner	518	
Misc. paint	118	14,110
SUPPLIES:		
Sand	5,995	
Misc. small tools & supplies. . . .	635	
Rose City Awning	1,316	
Drops & Tarps	512	
Electrical - bulbs, floods, etc.	657	9,115
EQUIPMENT RENTAL:		
Rental & overtime	25,428	
Diesel fuel	1,233	
Wilhelm Trucking	2,049	
Planks	900	
Cable	150	
Rope falls	40	
Storage shacks	200	
Overtime on equip.	--	30,000
TOTAL		101,605
15%		15,241
TOTAL		$116,846
Peter Kiewit Sons Billing		9,247
TOTAL		$126,093
Amount left on Contract (42.6%)(223,000) + $837 (PA #14)		95,835
Difference .		30,258

EXTRA EXPENSES AS ALLOWED BY COURT'S DECISION

SANDBLASTING AND PAINTING COSTS AFTER INJUNCTION

LABOR	$41,000	
General Overhead 18%	7,380	
	$48,380	
Job Expense + 32% on $41,000	$13,120	$61,500
MATERIAL:		
Red Lead	8,630	
Gray Paint	4,844	
VMP Thinner	518	
Misc. paint	118	$14,110
SUPPLIES:		
Sand	5,995	
Misc. small tools & supplies	635	
Rose City Awning	1,316	
Drops & Tarps	512	
Electrical - bulbs, floods, etc.	657	$ 9,115
EQUIPMENT RENTAL:		
Rental & overtime	25,428	
Diesel fuel	1,233	
Wilhelm Trucking	2,049	
Planks	900	
Cable	150	
Rope falls	40	
Storage shacks	200	
Overtime on equip.	—	$30,000
TOTAL		114,725
15%		17,208.76
TOTAL		131,933.76
Peter Kiewit Sons' Billing		9,247
TOTAL		$141,180.76
Amount left on Contract (42.6%)(223,000) + $837 (PA #14)		$ 95,835.00
Difference		$ 45,345.76

RECEIVED
JUL 12 1967
FOR FILING
6354

Salem, Oregon
July 11, 1967

State of Oregon, et al vs.
American Pipe and Construction
Company, et al. 65-266

Mr. Jack Sollis
Assistant Attorney General
Legal Department
State Highway Commission
State Highway Building
Salem, Oregon 97301

In reference to your letter of June 29, 1967, we are submitting the following tabulations of concrete and pressure pipe used on contract #6331, Southwest Broadway-Ross Island Br., and contract #6354, West Marquam Interchange.

Southwest Broadway-Ross Island Bridge, contract #6331 was awarded to Donald M. Drake Company.

Montag and Son was subcontractor for the following pipe items:

10.	6" Sewer pipe	105	lin.ft.
11.	8" Sewer pipe	5,779	lin.ft.
12.	10" Sewer pipe	362	lin.ft.
13.	12" Sewer pipe	4,969	lin.ft.
14.	15" Sewer pipe	498.34	lin.ft.
15.	18" Sewer pipe	20	lin.ft.
16.	21" Sewer pipe	2,238	lin.ft.
17.	24" Sewer pipe	793.16	lin.ft.
18.	27" Reinforced Sewer pipe	1,260	lin.ft.
19.	8" Helical Corr. Metal Sewer pipe	486	lin.ft.
20.	12" Helical Corr. Metal Sewer pipe	440	lin.ft.
21.	24" Helical Corr. Metal Sewer pipe	300	lin.ft.
28.	8" Metal Drain pipe	1,149	lin.ft.
63.	3/4"Galvanized Water pipe	100	lin.ft.
65.	2" Galvanized Water pipe	849.3	lin.ft.
206.	Install Water Bureau pipe		lump sum

West Marquam Interchange, contract #6354, was awarded to Peter Kiewit Sons' Co.

Teeples and Thatcher was subcontractor for the following pipe items:

38.	8" Sewer pipe	2,066	lin.ft.
39.	12" Sewer pipe	696	lin.ft.
40.	15" Sewer pipe	61.4	lin.ft.
41.	18" Sewer pipe	657.3	lin.ft.
42.	21" Sewer pipe	124	lin.ft.
43.	24" Sewer pipe	263.9	lin.ft.
44.	27" Rein. Sewer pipe	292.5	lin.ft.
46.	21" Ext. Strength Concrete pipe	232.5	lin.ft.

Since both of these contracts were submitted to you previously under the prime contractors name, this would not be additional quantities to be claimed.

L. H. Young
Office Engineer

VB:vr

RECEIVED
MAR 7 - 1967
HIGHWAY DIV.

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MILTON
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FILE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 3, 1967

General Insurance Co.
520 S. W. Sixth Avenue
Portland, Oregon

Re: Louis Adler, et ux, vs. C. H. Savage Company, et al
Multnomah County Circuit Court
No. 326525
Our File L-5340

Gentlemen:

Enclosed is a copy of Summons and Complaint in the above case, in which John Howard, one of our resident engineers, is named as a defendant. We are advised that Mr. Howard was personally served in Multnomah County on February 27, 1967.

As you will see, the plaintiffs are claiming a total of $87,000 for damages to real and personal property upon the basis that Mr. Howard and the two contractors, also named as defendants, caused fine sand, paint and grit to be deposited thereon. Alternative theories of trespass and negligence are alleged.

It appears that any liability on the part of Mr. Howard would be covered under your liability policy which was in effect at the time of the acts complained of, March and April, 1965. Accordingly, we assume that you will take such steps as you deem necessary in order to defend Mr. Howard.

The facts alleged in this Complaint are closely related to those in other litigation between the contractors, the State, and other property owners in the area. Mr. J. R. Patterson, Chief of our Trial Section, has handled such other litigation and is intimately familiar therewith. Accordingly, our file on this case is being sent to Mr. Patterson, and we suggest that further communications regarding the case be addressed to his attention.

We note, as a matter of incidental interest, that plaintiffs in this case are represented by Messrs. Black, Kendall, Tremaine, Boothe & Higgins, whom you have retained to represent departmental employees in various other actions in the past.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:gw
Enc.
cc: G. E. Rohde
J. R. Patterson
Tom Edwards
A. E. Johnson
John Howard, Ivan Merchant

RECEIVED
FEB 9 - 1967

February 9, 1967

The Aetna Casualty and Surety Company
Bond Department
400 Century Tower
Portland, Oregon 97205

Gentlemen:

A post-final payment for $56,700 will be made to Peter Kiewit Sons' Company on Contract No. 6354 for six structures on the West Marquam Interchange of the Pacific Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid on this contract will be $4,513,166.67 including the post-final payment. Of the total $20,293.86 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

flm

cc Peter Kiewit Sons' Company
P.O. Box 1777
Vancouver, Washington

C.H. Maison
Attn: John Herr

RECEIVED
FEB 6 - 1967
FOR FILING

6354

February 3, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. I-5-6(50)301

Dear Sir:

Your December 14, 1966, endorsement noted that contract work on Contract No. 6354, West Marquam Interchange Section in Multnomah County, Federal-Aid Project No. I-5-6(50)301, was satisfactory. The State Highway Commission authorized acceptance of the contract as of December 21, 1966.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force Order (including the establishment period) by State Forces, or others, was completed October 13, 1966.

Contractor's wage certification is dated December 16, 1966.

Attachments are as follows:

Materials Report, FR-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JK:mw
cc: C.H. Maison
I. D. Merchant
R. H. Chase

RECEIVED
MAR 1 - 1967
FOR FILING
2-5-6(11) 301
6354

#8

February 1, 1967

Peter Kiewit Sons' Company
P.O. Box 1777
Vancouver, Washington

Gentlemen:

The State Highway Commission at its meeting on January 31 considered your request for an extension of time on Contract No. 6354 for the West Marquam Interchange on the Pacific Highway in Multnomah County.

After considering the recommendation of the Engineer and other available information, the Commission extended the completion date for Unit 7 of the contract to June 7, 1966.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhs

cc A.E. Johnson
John Howard
L.H. Young
I.D. Merchant
C.H. Maison
Bureau of Public Roads

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6354 Contractor PETER KIEWIT SONS' CO.

Highway Pacific

Section West Marquam Interchange

Kind of Work Six Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED.** The reasons for such recommendation are as follows:

Delays caused by:

Contractor not receiving contract in specified time.
Revised pouring sequence for Bent A5-E4 crossbeam.
Revision to Pier 5 portal frame.
Lack of access to site of end of one ramp.

Recommended for Approval:

Edward C Hurdle
Assistant Division Engineer

Ivan V Marchant
~~Construction Engineer or~~ Bridge Engineer

D M Mac Donald
Asst. State Highway Engineer

Contract No. 6354

Project designation I-5-6(50)301
State-Federal

Date awarded 11-7-63

Work started 11-12-63

Per cent completed 97%, 11-29-65
Date

~~No. of Workdays~~ Completion Date Allowed Nov. 30, '65

No. of Workdays Used

~~No. of Added Workdays~~ Completion Date Requested Oct. 31, '66

E—320 (Rev.) 6M—10-57

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JAN 1 - 1957 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM DEC 7 - 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date November 4, 1965

Gentlemen:

We, the undersigned, respectfully request an increase in the ~~number of workdays~~ completion date from Nov.30,1963 ~~days~~ to Oct.31,1966 ~~days~~, within which to complete our Contract No. 6354, without the assessment of liquidated damages. The said contract is described as follows: Six structures on West Marquam Interchange Section, Pacific Highway

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: See attached letters dated: Dec. 11, 1963, Dec. 11, 1963, Dec. 11, 1963, December 13, 1963, Dec. 13, 1963, Dec. 13, 1963, Dec. 13, 1963, May 27, 1964, August 3, 1964, March 9, 1965, June 9, 1965, Aug.25, 1965 and Sept. 22, 1965.
Contractors Request for Increase in Number of Workdays dated May 17, 1965.
Contractors Request for Increase in Number of Workdays dated July 23, 1965.

Respectfully submitted,

PETER KIEWIT SONS' CO.
Contractor

By W. D. Hitt
W. D. Hitt

CONSENT OF SURETY

Date November 9, 1965

We, THE ÆTNA CASUALTY AND SURETY COMPANY

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Kenneth C. Kraig
Attorney-in-fact Kenneth C. Kraig

(SEAL)

Robert B Clarke
Resident Ag

0325 S. W. Caruthers
Portland 1, Oregon

September 22, 1965

Mr. R. Lytle, Resident Engineer
Oregon State Highway Department
5371 N. E. Gliesan Street
Portland, Oregon

Re: West Marquam Interchange
Contract # 6352
FAP I-5-6(50)31

Subject: Revision of Type "B" Inlets

Gentlemen:

This is to inform you that we are hereby requesting an extension of time on the basis of the revision of the Type "B" Inlets located on the above referenced contract. As you know this item has been revised verbally several times.

Due to the indecision as to the final determination of the elevations plus the indecision on the location of the revised type "B" to Type "G" inlets, serious delay and additional costs by Our Sub-Contractor has developed.

The un-availiability of the " F " 13 through F-7 area has been fortunate in that these Inlets were not cast prior to the Slope work by another Contractor. However this also has delayed the progress of the work.

Your immediate attention to this matter will be appreciated.

Yours very truly

Peter Kiewit Sons' Co.

By_____
D. F. Thomas

ccfile
John Howard
Toeples & Thatcher
W. D. Hitt

8-25-65

Mr. John Howard, Resident Engineer
Oregon State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

Re: West Marquam Interchange
Contract No. 6354
Serial Letter V-25

Gentlemen:

On April 9, 1965 your instructed us not to place concrete on the "AD" span deck due to distortion of the Pier 5 portal frame. Deck form work had been progressing on the "D" line towards the "AD" span and as of April 9, we were completely prepared to start placing forms on the "AD" span.

Due to being unable to place concrete on the "AD" span it became necessary to construct temporary access, over the "AD" span from the "D" line to the "A" line, in order to continue with other remaining deck work. On July 21, 1965 our forming crew completed all other deck form work on the job.

Approximately 4½ months have elapsed since April 9, 1965 with no work being done on the pier 5 portal frame.

It is apparent that substantial extra costs are going to be sustained due to the "AD" span delay. These costs include, but are not limited to, the following:

1. Move-in and move-out of equipment.
2. Inefficient operation caused by starting new crews and working on a small, isolated operation.
3. Extra expense of job setup (office, supervision, water, lights etc.)
4. Loss of use of men and equipment for other work.
5. Possible labor rate escalation.
6. Potentially higher sub and material expense.
7. Weather conditions.
8. Increased overhead expense.
9. Cost of access ramp over span "AD".
10. Losses due to delay in receiving monthly estimate and retained percentage on the job.

It is our opinion that this delay constitutes an "Alteration in Details of Construction" under Article 1.9.3 of the Special Provisions and we make request to proceed accordingly.

Your early attention in this matter will be appreciated.

Yours very truly,

PETER KIEWIT SONS' CO.

William D. Mitt

WDM:rab

c.c. Res. Eng. (3)
c.c. Job

June 9, 1965

Mr. John Howard, Resident Engineer
Oregon State Highway Department
5821 N. E. Glisan Street
Portland, Oregon

Re: West Marquam Interchange
FAP # I-5-6(50)301
Contract # 6354
Serial Letter No. J-140

Gentlemen:

We were notified on April 9, 1965, that due to a design problem with the Ridgid Frame at Pier 5, the concrete for span AD Deck could not be poured until further notice. On May 11, 1965 we received advanced drawings of the corrections to be made to the Ridgid Frame and on May 24, 1965 submitted a price for doing the correction work.

Due to these delays we request an extension of time for performance of contract to cover the period starting April 9, 1965 and continuing until such time as work can resume on Span AD.

Very truly yours,

PETER KIEWIT SONS' CO.

R. C. Johansen

RCJ:eb

c.c. Res. Eng. (3)
c.c. Vancouver

March 9, 1965

0375 S. W. Carruthers
Portland 1, Oregon

Oregon State Highway Department
5871 N. E. Glisan Street
Portland 13, Oregon

Attention Jay Boyd

Re: West Marquam Interchange
FAP No. I-5-4 (50) 301
Serial Letter No. J-135

Gentlemen;

This letter is to confirm our conversation of March 8, 1965 during which we agreed to accept that part of the north end of the "F" Line fill, approximately Station 503 + 95, which lies within the area required for our construction of Span E-5.

The remainder of the fill is still the responsibility of Donald M. Drake Co.

Very truly yours

PETER KIEWIT SONS' CO.

By
R. C. Johanson

CC: Jay Boyd (2)
John Howard (1)
Vancouver (1)
File (1)

May 27, 1964

Mr. John Hazard, Resident Engineer
Oregon State Highway Department
5821 N. E. Gilsan
Portland 13, Oregon

Re: West Marquam Interchange
OSHD Contract #6394
Serial Letter # V-10

Gentlemen:

We hereby submit the following claim to cover costs incurred due to revisions of the contract drawings on the above referenced contract.

Drawing No. 10229, Rev. 1.	Material increased from A-36 to A-441	$ 25.50
Drawing No. 10231, Rev. 1.	Increased thickness of top splice plate thickness.	287.92
Drawing No. 10232, Rev. 2.	Stiffeners added to transverse beam.	643.90
Drawing No. 10235, Rev. 2.	Additional shear studs required	102.30
Drawing No. 10239, Rev. 1.	Milling added	328.90
Drawing No. 10264, Rev. 2.	Beam length increased	44.75
Drawing No. 10265, Rev. 1.	Change size flange plates.	127.00
Drawing No. 10266, Rev. 4.	Increased diameter of plug.	115.50
	Total	$ 1,636.05

The revisions above also require additional time to perform and therefore we request an increase in time for performance of contract in the amount of ten (10) working days.

Yours very truly,

PETER KIEWIT SONS' CO.

W. D. Witt

WDW:nhg
cc:Mess. Eng. (4)
Job
File
Gunderson Bros. Engr. Corp., Warren L. Hosa, Jr.

December 13, 1963

Mr. John R. Howard, Resident Engineer
Oregon State Highway Department
5821 N. E. Gilsan
Portland, Oregon

Re: Portland-Horquam
Job 3305
Serial Letter V-9

Gentlemen:

In conversation with the Resident Engineer we were requested to submit a price for price Agreement for the extra shoring involved in Cont 0-9 of the above referenced project. This extra shoring is required due to the footing elevation being lowered by 3 ± 0". Our shoring details as submitted on November 26, 1963 show requirements prior to grade being lowered and our details submitted on December 9, 1963 show requirements after footing was ordered to be lowered.

We hereby submit a lump sum price of $700.00 for extra work required as shown on our detail drawings above.

We understand that the Southern Pacific Railroad Company may require a row of sheet pile longer than the 24'-0" we show on proposed details. If they do require more sheets, we submit a price of $50.00 per each sheet pile that may be added to those shown on the proposed detail.

We request an "increase of time for performance of contract" in the amount of 2 days for this extra work.

Yours very truly,

PETER KIEWIT SONS' CO.

K. D. Hitt

KDH/kaw
cc/Res. Eng.
Job
File ✓

December 13, 1963

Mr. John R. Howard, Resident Engineer
Oregon State Highway Department
5821 N. E. Gilsan Street
Portland 13, Oregon

Re: West Marquam Interchange
Job 3305
Serial Letter W-10

Gentlemen:

We hereby request an "Increase in Time for Performance of Contract" on the above referenced project equal to the period of time from November 20, 1963 to December 11, 1963. This increase is requested due to insufficient plans and special provisions to allow our work to proceed in a workmanlike manner.

Our records show plans and special provisions received to date as follows:

October 17, 1963 - 6 sets of large size plans
12 sets of small size plans
6 sets of special provisions

November 20, 1963 - We requested additional plans from the Resident Engineer in the amount of 10 sets of large size plans and 6 sets of small size plans. At this time he said that plans were being held up due to revisions being made.

November 21, 1963 - Received 9 sets of small plan revision pages on the deletion of "E" line retaining wall between station "E" 502+75.91 and Station "E" 503+06.00 and Abument E-6. No transmittal letter accompanied the deletion. Requested plans again this date from Resident Engineer

November 26, 1963 - Requested plans again this date from Resident Engineer.

November 27, 1963 - We requested plans again from the Resident Engineer and he arranged to give us 6 sets of small size plans with with no transmittal letter or special provisions. These plans contained some 33 revisions over and above those on the last plans we had received.

December 2, 1963 - We again requested plans from the Resident Engineer. We received 4 sets of small revision pages covering the revisions contained in plans received on November 27, 1963. Resident Engineer told us this date that it would be some two weeks yet until we could expect to receive fully revised plans.

December 4, 1963 - We again requested plans from the Resident Engineer and changed the amount to 11 large sets and 20 small sets. We received 3 sets of small plans this date with no new revisions.

We are enclosing a copy of letter dated December 4, 1963 from our Structural Steel Fabricator for your information.

Our progress has and continues to be seriously hampered by lack of plans, special provisions, and revisions of same.

Yours very truly,

PETER KIEWIT SONS' CO.

W. D. Hitt

WDH/kcw
cc/Res. Eng.
Job
File

December 15, 1963

Mr. John R. Howard, Resident Engineer
Oregon State Highway Department
3821 N. E. Glisan
Portland, Oregon.

Re: Portland-Marquam
Job 3305
Serial Letter V-8

Gentlemen:

We have received copies of correspondence from the Oregon State Highway Department to Gunderson Bros. Engineering Corporation, our material supplier for structural steel, on the above referenced project. This correspondence dated December 3, 1963 requests that Gunderson Bros. delay shop drawings on steel between BT's 6 and 12 on the "B" line, due to changes to be made on super elevation. We understand that these changes have been made on plans given to us on December 11, 1963.

We hereby request an "Increase in Time for Performance of Contract" for the period of time starting December 3, 1963 and ending December 11, 1963 on (8) eight calender days.

Yours very truly,

PETER KIEWIT SONS' CO.

W. D. Hitt

WDH/ksw
cc/Res. Eng.
Job
File ✓

December 13, 1963

Mr. John R. Howard, Resident Engineer
Oregon State Highway Department
5821 N. E. Glisan
Portland, Oregon

Re: Portland-Marquam
Job 3305
Serial Letter V-7

Gentlemen:

In conversation with the Resident Engineer we were requested to submit a price for price agreement on extra shoring at BT AB Left on the above referenced project. This extra shoring is required due to lowering of footing elevation by 5.5 feet.

On our shoring details submitted on November 26, 1963 we show our proposed method of shoring when footing grade was elevation 25.0. On our shoring details submitted on December 9, 1963, we show our proposed method of shoring after footing was ordered to be lowered by 5.5 feet.

We hereby submit a lump sum price of $6,446.00 to do the extra shoring work involved in this bent as per our plan submitted on December 9, 1963.

We estimate this extra work will require a minimum of 9 days and therefore request an increase in time for performance of contract in the amount of 9 calendar days.

Yours very truly,

PETER KIEWIT SONS' CO.

W. D. Hitt

WDH/ksw
cc/res. Eng.
Job
File ✓

December 11, 1965

Mr. John R. Howard, Resident Engineer
Oregon State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

Re: West Hampton Interchange
F A P I-5-6 (30) 301
Serial Letter W-3

Gentlemen:

We hereby request an "Increase in time for performance of contract", on the above referenced project in the amount of 17 calendar days. This increase is requested due to not receiving the contract and bond for execution within (20) days of the date of receiving bids. The contract and Bond were submitted to us on November 14, 1965, or thirty-seven (37) days after submitting bids for project.

Very truly yours

PETER KIEWIT SONS' CO.

W. D. Hitt

WDH/kaa
cc: Res. Eng. (2)
Job
Admin
File ✓

December 11, 1963

Mr. John R. Howard, Resident Engineer
Oregon State Highway Department
5621 N. E. Glisan Street
Portland 13, Oregon

Re: West Marquam Interchange
F A P 1-5-6 (50) 301
Serial Letter V-4

Gentlemen:

We hereby request an "increase in time for performance of contract" on the above referenced project equal to the period of time from November 11, 1963 to December 2, 1963. This increase is requested due to the delay in forwarding the contractor's insurance policy #4MAL1400SR, to the railroad company. This insurance was mailed to the Oregon State Highway Department on November 4, 1963 and the Oregon State Highway Department mailed it to the railroad company on December 2, 1963.

Yours very truly,

PETER KIEWIT SONS' CO.

W. D. Hitt

WDH/kas
cc: Res. Eng. (3)
Job
File

December 11, 1963

Mr. John R. Howard, Resident Engineer
Oregon State Highway Department
5121 N. E. Gilson Street
Portland 13, Oregon

Re: West Marquam Interchange
F A P 1-5-6 (30) 301
Serial Letter V-5

Gentlemen:

We hereby request an "Increase in time for performance on contract" on units B, D, & E of the above referenced project. We request this increase in time to begin as of November 13, 1963 and continue until such time as we are given notice to proceed with the abutment E-6. On November 13, 1963, we were issued plans that revised abutment E-6 and deleted the "E" line retaining wall between station "E" 503 + 75.91 and station "E" 503 + 06.08. We were given oral instructions by the Oregon State Highway Department on December 5, 1963 that the revised "E" line fill would have to be in place prior to our commencing work on abutment E-6.

Yours very truly,

PETER KIEWIT SONS' CO.

W. D. Witt

WDW:kew
cc: Res. Eng. (3)
Job
File

RECEIVED
JAN 20 1967
FOREIGN

January 19, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 8
January 31, 1967 meeting

Gentlemen:

Peter Kiewit Sons' Company, contractor on the West Marquam Interchange Section of the Pacific Highway in Multnomah County, Contract 6354, has requested that the date of completion for Unit F of the contract be advanced from the specified date of November 30, 1965, to October 15, 1966, without assessment of liquidated damages.

The contractor's request cites several reasons; the principal reason being his construction operations were delayed while certain changes in the Marquam Bridge end pier frames were being performed by another contractor.

The contractor's contention is correct. A stop work order, effective April 9, 1965, was not relinquished until November 3, 1965, generating a delay of 208 calendar days to Kiewit's completion of this contract. This delay forecast a completion date of June 26, 1966, for the Kiewit contract. The work was actually completed June 7, 1966.

Because the contractor was prevented from completing his work within the time specified by conditions beyond his control, I recommend that the completion date for Unit F of the contract be advanced to June 7, 1966, without assessment of liquidated damages. All other units of the contract were completed within the time specified or have been granted appropriate time extensions.

This is a Federal-aid project and we have the concurrence of the Bureau of Public Roads.

This matter will be on the agenda for your consideration at the January 31 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
Tom Edwards
Victor D. Wolfe
I. D. Merchant
L. H. Young
C. H. Maison
A. E. Johnson

CAG:jf bg

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6354 Contractor PETER KIEWIT SONS' CO.

Highway Pacific

Section West Marquam Interchange

Kind of Work Six Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED**. The reasons for such recommendation are as follows:

Delays caused by:

Contractor not receiving contract in specified time.
Revised pouring sequence for Bent A5-E4 crossbeam.
Revision to Pier 5 portal frame.
Lack of access to site of end of one ramp.

Recommended for Approval:

Edward L. Hall
Assistant Division Engineer

Ivan D. Mortensen
Construction Engineer or Bridge Engineer

O. M. Freeman
Asst. State Highway Engineer

Contract No. 6354

Project designation I-5-6(50)301
State-Federal

Date awarded 11-7-63

Work started 11-12-63

Per cent completed 97%, 11-29-65
Date

~~Completion Date~~ ~~No. of Workdays~~ Allowed Nov. 30, '65

No. of Workdays Used

~~Completion Date~~ ~~No. of Added Workdays~~ Requested Oct. 31, '66

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JAN 1 - 1967 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM DEC 7 - 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date November 4, 1965

Gentlemen:

We, the undersigned, respectfully request an increase in the ~~number of workdays~~ completion date from Nov.30,1965 ~~days~~ to Oct.31,1966 ~~days~~, within which to complete our Contract No. 6354, without the assessment of liquidated damages. The said contract is described as follows: Six structures on West Marquam Interchange Section, Pacific Highway

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: See attached letters dated: Dec. 11, 1963, Dec. 11, 1963, Dec. 11, 1963, December 13, 1963, Dec. 13, 1963, Dec. 13, 1963, Dec. 13, 1963, May 27, 1964, August 3, 1964, March 9, 1965, June 9, 1965, Aug.25, 1965 and Sept. 22, 1965.
Contractors Request for Increase in Number of Workdays dated May 17, 1965.
Contractors Request for Increase in Number of Workdays dated July 23, 1965.

Respectfully submitted,

PETER KIEWIT SONS' CO.
Contractor

By W. D. Hitt
W. D. Hitt

CONSENT OF SURETY

Date November 9, 1965

We, THE ÆTNA CASUALTY AND SURETY COMPANY

, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Kenneth C. Kraig
Attorney-in-fact Kenneth C. Kraig

(SEAL)

Robert B. Cooke
Resident Agent

Form CB-121 (11-66) (Prescribed by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: January 10, 1967

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(50)301, West Marquam Interchange
Contract No. 6354, Time Extension, Unit F

Our Final Construction Inspection Report, Intermediate Inspection Reports Nos. 24, 21, 20, 19, 18, and 17, and Price Agreement No. 4, Contract No. 6332, confirm your comments made in the December 30, 1966 letter signed by Mr. Edwards.

The contractor's letter of November 4, 1965 requested a time extension without assessment of liquidated damages to October 31, 1966. Since the contract was completed before this requested date, in the public's interest, the time extension was reduced back to the actual completion date.

We therefore give our concurrence to your extension of time for Unit F to June 7, 1966, the actual completion date, without assessment of liquidated damages.

Copies - Maubert
Klaine
Young
1-13-67

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 3 - 1967
FOR FILING
I-5-6(50)-301
6354

December 30, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: West Marquam Interchange
Contract No. 6354
FAP No. I-5-6(50)301

Dear Sir:

Status of completion of the units of this contract are as follows:

Unit A - Retaining wall "A" line.

Specified Completion - March 31, 1964
Actual Completion - March 31, 1964

Unit B - Bents and abutments adjacent to joining roadway ramps.

Specified Completion - April 30, 1964
Actual Completion - April 22, 1964

Unit C - Outfall sewer near A and F ramps.

Specified Completion - September 30, 1964
Actual Completion - September 30, 1964

Unit D - Certain spans.

Specified Completion - April 30, 1965
Actual Completion - October 25, 1965

(Overrun in time covered by separate time extension.)

Unit E - "E" and "F" Ramps.

Specified Completion - July 31, 1965
Actual Completion - October 25, 1965

(Overrun in time covered by separate time extension.)

Unit F - All work except as noted in above units.

Specified Completion - November 30, 1965
Actual Completion - June 7, 1966

Excess time - 189 days

The contractor now requests that the completion date for Unit F be advanced to October 31, 1966 without assessment of liquidated damages. The contractor's request is based on several reasons, the principal reason being the delay occasioned to his construction operations while certain repairs to the Marquam Bridge end pier frames were being performed by another contractor. (See Price Agreement No. 4, Contract No. 6332, FAP No. I-5-6(47)301, Amount - $74,476.)

In order to accomplish the revisions to the pier frameat Pier 2, the junction point of the two contracts, it was necessary to place a stop work order on Kiewit's work on the upper deck of the joining span. This stop work order, effective April 9, 1965, was not relinquished until November 3, 1965, generating a total delay of 208 days to Kiewit's completion of their contract.

The contractor continued incidental work on other parts of the contract that were not affected by the stop work order during the stop work order period, but these operations were on a reduced scale as it was not possible to operate with full efficiency while he was denied access to all parts of the work.

The delay in completing the overall contract was entirely attributable to the stop work order. With your concurrence I propose to recommend to the Highway Commission that the completion date for Unit F be advanced to June 7, 1966, the actual completion date, without assessment of liquidated damages.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Enc.

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
L. H. Young
CAG:jf ja

RECEIVED
DEC 22 1966

I-5-W(SC)30
6354

December 21, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed June 7, 1966, on Contract No. 6354. The contract was with Peter Kiewit Sons' Co. and was for construction of six structures on the West Marquam Interchange Section of the Pacific Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 21, 1966, and that you concur in this procedure at the Commission meeting on January 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
L. H. Young
I. D. Merchant
C. H. Maison
A. E. Johnson

bg

RECEIVED
DEC 21 1966
FOR FILING

I-5-6(50)301

6354

December 19, 1966

Peter Kiewit Sons' Co.
P.O. Box 1777
Vancouver, Washington

Gentlemen:

Final inspection has been made by the Bureau of Public Roads on the West Marquam Interchange Section of the Pacific Highway in Multnomah County, Contract No. 6354, FA Project I-5-6(50)301.

The contract work has been completed to the satisfaction of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Kiaboe
Assistant State Highway Engineer

VG:ed
cc: R. L. Porter
C. H. Maison
I. D. Merchant
L. H. Young

FORM S-128
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N.E. Glisan
Portland, Oregon 97213

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

December 19, 1966

Mr. Stuart A. Hall,
Attorney-At-Law
Black, Kendall, Tremaine,
Boothe & Higgins
Twelfth Floor
520 S. W. Sixth Avenue
Portland, Oregon 97204

Dear Mr. Hall:

Reference is made to your letter of September 20, 1966 submitting an application from Mr. Louis Adler for an additional 30-foot access from his property to the 20-foot roadway abutting his property.

This is to advise you that appraisals have been made and reviewed of the property with the one existing access point and the additional access point granted with a difference of $500. The appraisal and review was based on the conditional premise that the access would be subject to revoking for safety or construction requirements within a stipulated period of ten years, in which event payment due the owner would be $500 as per the review.

A further condition of granting of access would be that the cost of cutting and opening the recently constructed fence would be done at the expense of Mr. Adler and in the event a gate is provided, a standard Highway Department gate would be installed at his expense. The additional access would be revocable also due to non-conformance to these regulations, and in addition, there would also be specified the provision that the roadway leading to the access point be kept clear of all vehicles, operative and inoperative, junk, et cetera. It is our intention that he confine his operation to his own property and use of the roadway leading to his property would be confined to travelling vehicles.

In Mr. Adler's application, he specified that said application would not be acceptable until he and his wife

approved the purchase price for the additional access. Please advise if you wish to proceed on the application for the additional access on the above basis.

Very truly yours,

Original Signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

AEJ:sh

bc F. B. Klaboe
G. E. Rohde
John Bond
L. W. Rulien
J. J. Smith

RECEIVED
DEC 14 1966
FOR FILING

Salem, Oregon 97310
December 12, 1966

Mr. John Bond
Staff Assistant
B U I L D I N G

Access Request, Louis Adler
West Marquam Interchange Area

We recently received a letter from A. E. Johnson, Metropolitan Engineer, concerning the request of Mr. Adler for additional access underneath the West Marquam Interchange structure.

In Mr. Johnson's letter, he stated that the Chief Counsel, Mr. Rohde, was handling the matter. I have been advised by Mr. Rohde that he has no further interest in it and we should handle it in the ordinary way of granting an access after securing Bureau of Public Roads' approval.

Please, therefore, initiate the proper machinery to handle the matter. Any permit granted Mr. Adler should have in it the requirement that he pay all the costs and that the grant is revocable, if he does not conform to certain regulations. These regulations would require that he keep the roadway leading to the access point clear of all vehicles, junk, et cetera. In other words, he must confine all of his operations to his own property and use the roadway leading to and adjacent to his property clear at all times that it is not being used by a traveling vehicle.

If there are any other stipulations that you think need to be added to it, do not hesitate to add them.

F. B. Klaboe
Assistant State Highway Engineer

FBK:erb

cc: G. E. Rohde
A. E. Johnson

FORM E-30 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
October 31, 1966

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
State Highway Building
Salem, Oregon 97310

SUBJECT: West Marquam Interchange
Application for Additional
Access — Louis Adler

Enclosed is an application for additional access submitted by Mr. Louis Adler. Mr. Adler is requesting an additional driveway to the 20-foot access roadway which we constructed under the West Marquam Interchange. This application was conditioned on the approval of the price the Highway Department would establish for this additional access.

Since this application was submitted in September, I have held it in this office pending an appraisal of the land with and without an additional access; the difference being the price of the access.

Also enclosed is a copy of the appraisal review indicating a price of $500, conditional on the premise that the access be subject to revoking if safety or construction requirements within a stipulated period of ten years are violated, with payment of $500 to the owner in this event.

Mr. Jim Smith, District Right of Way Supervisor, has advised that our Chief Counsel, G. E. Rohde, feels that further negotiations should be handled by the Legal Department. In accordance with our recent conversation, I am forwarding the matter to you for further handling.

It is recommended that if the access is granted to Mr. Adler on the above-mentioned conditions, a further stipulation be made that the cost of cutting and opening of the recently constructed fence be done at the expense of Mr. Adler, and to standards set by the Highway Department. In the event a gate is provided, a standard Highway Department gate should be installed.

A. E. Johnson
Metropolitan Engineer

AEJ:sh
Enclosures

cc P. D. Morgan (Encl)

RECEIVED
NOV 1 1966
OFFICE OF

APPLICATION TO: The State of Oregon, by and through its State Highway Commission

RE: Application for purchase of an easement of access for purpose of ingress and egress to a certain below-named 20-foot roadway

APPLICANTS: Louis Adler and Dorothy R. Adler, husband and wife

REFERENCE TO: Letter to Mr. A. E. Johnson dated August 8, 1966

My name is Louis Adler and I own, together with my wife, certain property located at 0323 S. W. Sheridan, Portland, Oregon. As you have been advised in my letter of August 8, 1966, I am in the scrap metal business. In order for me to carry on this business it is necessary that I have dual access to and from my aforementioned property. Because of this latter fact I am by this letter requesting that the State of Oregon, by and through the State Highway Commission, convey to me for purposes of ingress and egress an easement of access to a certain 20-foot roadway which abuts my property.

The property of mine which I refer to above is that property which is legally described in a warranty deed dated May 31, 1963, in which my wife and I are named as grantors and the State of Oregon, by and through the State Highway Commission, is named as the grantee. Said property is described on pages four and five of the aforesaid deed. The 20-foot roadway aforementioned is also described in this deed on page four.

We request that the easement of access which we desire to purchase be located between the aforesaid property and the 20-foot roadway. We request that said access point be 30 feet in width and further request that it be located approximately 81 feet from the presently existing point of connection of the 20-foot roadway and the aforedescribed property. (This point and position should correspond with access point and position which I am presently using.)

It is my understanding that the State Highway Commission will appraise my land with one access point and then appraise it with two access points. The difference between the two will be their estimation of the value of this easement of access. This application for purchase is expressly conditioned and will not be effective until my wife and I approve this price.

It is further my understanding that I will be able to hire my own appraiser to appraise the land as aforementioned to ascertain the reasonableness of the price.

Dated this 20th day of September, 1966.

Respectfully submitted,

Louis Adler

LOUIS ADLER

OREGON STATE HIGHWAY DEPARTMENT

APPRAISAL REVIEW
original ☒ revision ☐

Date of Review: October 25 1966

Area: Access only

File No: 29167
Name: Adler
Unit:
Section: East Bank
Highway: Pacific
County: Multnomah

Access for Remainder: Two access points

As of this date, the appraisals on this file are as follows:

Leroy D. Draper	10/2/66	$500

I have examined the above appraisals, viewed the subject property, the market data, and other pertinent information submitted. It is my opinion that the just compensation for the taking, including damages to the remainder, if any, is: $ 500

Allocated as follows:

Land	$
Improvements	$
Damages	$
Nominal	$ 500
	$
	$
TOTAL	$ 500

It appears that there is sufficient appraisal background and documentation to support the appraisals. I have taken the following steps to secure clarification or support where needed:

This review is based on the conditional premise that this access is subject to revoking, for safety on construction requirements, within a stipulated period of ten years. Payment due the owner in this event would be $500 as per this review. The State is entitled to recover cost of the damage to the fence, plus the cost for any gates or work incidental to this proposed access facility in addition to the $500.

NOTED
MILNER M. MEAD

RECEIVED
DEC 21 1966
FOR FILING

COMMISSIONERS
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-6(50)301

6354

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

STATE COPY

December 9, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 7, 1966, on Contract No. 6354, West Marquam Interchange Section, in Multnomah County, in connection with Federal-Aid Project No. I-5-6(50)301.

We request that your office inspect the contract work and return two signed copies of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By L. H. Young
L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date: 12/14/66

NOTED
F. B. KLABOE

Conditions noted on above date:

None

A. W. Parsons
Division Engineer

RECEIVED
DEC 19 1966
OFFICE OF
STATE HIGHWAY ENGINEER

By: T. Dec
Engineering Coordinator

Refd to Young 12-20-66

OK FWS

RECEIVED
NOV 21 1966

477 Cottage Street, NE
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 16, 1966

08-35.6

A. W. Parsons, Division Engineer
Salem, Oregon

West Marquam Interchange Aluminum Bridge Rail Posts
Oregon Project I-5-6(50)301

Reference is made to John Jenkins' letter of October 26, 1966 setting forth the results of further testing of rail posts on this project.

On the basis of these recent tests and certifications by the supplier and your Materials Department we now consider the posts on this project to be in substantial compliance with the specifications.

ref'd to
Marquam
Interchange
Bridge
11-18-66

RECEIVED
NOV 1 - 1966
FOR FILING
I.C. 6(a) 301

[redacted]

November 1, 1966

Mr. Victor D. Wolfe
Administrative Assistant

BUILDING

Subject: West Marquam Interchange
Contract No. 6354
Aluminum Bridge Rail Posts

On September 28th, Assignment No. 4994 was handed me from Mr. Edwards with a letter dated September 16th from the Bureau of Public Roads. The matter covered matorials inspection of hand rail posts installed in the West Marquam Interchange.

In order to complete this assignment, it was necessary to have posts removed from the West Marquqm Interchange, submitted to the laboratory and further physical tests performed. This has now been done and I am enclosing a copy of a letter dated October 26th together with 2 laboratory reports indicating that the material does meet the specifications. As you will note, this has been submitted to the Bureau of Public Roads but as of this date, no reply has been forthcoming from the Bureau. Because of the additional tests performed, the hand rail posts are acceptable as indicated in the attached letter from the Materials Department and the attached laboratory reports.

NOTED
JOM EDWARDS

Ivan D. Merchant
Bridge Division

RECEIVED
NOV 2 1966
OFFICE OF
STATE HIGHWAY ENGINEER

IDM:mb
Encls.

COMMISSIONERS
[illegible] L. JACKSON, CHAIRMAN
[illegible]
[illegible] N. FRIDLEY, MEMBER
[illegible]
[illegible] D. SIMPSON, MEMBER
PORTLAND

[illegible] QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

Miss Merchant

October 26, 1966

[illegible] of Public Roads
Division of Engineering
477 Cottage St. N.E.
Salem, Oregon

Attention: Mr. Karl Bohn

[illegible] Bridge Rail Post
[illegible] Interchange
[illegible] Contract 6354

Dear Sir:

You will recall the [illegible] developed over whether tensile specimens [illegible] various parts of a bridge railing post could be [illegible] the equivalent of specimens cut from an [illegible] Based on the base of the post, as specified in [illegible], Section 4. The Materials Division initially took the position that the tensile specimen cut from the post should meet the tensile requirements of AASHO M183-60: 25,000 psi min. tensile [illegible]. We were subsequently advised by the [illegible] Association on July 25, 1966 that specimens from any [illegible] of the post should not be expected to have the same tensile properties as specimens cut from the longitudinally cast [illegible].

In an attempt to establish a correlation between tensile properties in the post [illegible] tensile properties in the center, six posts with [illegible] were removed from the subject structure. It was [illegible] the following heats were represented: 5M (previously [illegible] Lab no. 767306), 263, 342 (the heat no. [illegible] preliminary, reported on Lab nos. 767311 and 767312). It is to have previously pointed out, it is not possible to [illegible] the heat number on these posts, once installed, because the number is on the bottom of the post.)

COMMISSIONERS
JOHN L. JACKSON, CHAIRMAN
[illegible]
KENNETH N. PRIDLEY, MEMBER
[illegible]
[illegible] S. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

Via Merchant

October 10, 1966

[illegible] of Public Roads
Division of Testing
477 Cottage St. N.E.
Salem, Oregon

Attention: Mr. Herb Schmidt

[illegible] Bridge Rail Post
[illegible] Interchange
Lab. Numbers 6354

Dear Sir:

[illegible] would [illegible] developed over [illegible] tensile specimen [illegible] various parts of a bridge railing post could be [illegible] the equivalent of specimens cut from [illegible] on the base of the post, as specified in [illegible], Section 4. The Materials Division initially took [illegible] tensile specimen cut from the post should meet the requirements of AASHO M183-60: 25,000 psi min. tensile [illegible] elongation. We were subsequently advised by [illegible] description on July 25, 1966 that specimens from any other part of the post should not be expected to have the same tensile properties as specimens cut from the [illegible].

In an attempt to establish a correlation between tensile properties in the post [illegible] tensile properties in the coupon, six posts with [illegible] were removed from the subject structures. [illegible] following heats were represented: [illegible] (previously [illegible] Lab no. 767306), 273 342 (the heat no. [illegible] subsequently, reported on Lab nos. 767421 and [illegible]). (As we have previously advised you, it is not possible to determine the heat number on these posts, once installed, but the number is on the bottom of the post.)

Since Lab no. 342 [illegible] to be represented in this sampling, test only was [illegible] specimens and tested. The results [illegible] Lab no. [illegible]. These tests show that the strength and [illegible] coupon and from the bars parallel to the [illegible]. Specimens taken across parting lines elsewhere in the [illegible] strength and ductility, including two minima [illegible] fully [illegible].

The Materials Divi[illegible] to accept Lot no. 342 on the basis of these tests [illegible] original certification furnished by Bi-Stur Castings.

Lab no. 7[illegible] also [illegible] test results on coupons removed from the remainder of th[illegible] submitted for this correlation study. These [illegible] have been accepted by test and/or certificatio[illegible].

Very truly yours,

J. A. [illegible]
[illegible] of Materials & Research

JAJ:[illegible]

Joel C. JUNKINS
Asst. Engineer of Materials
& Research

JCJ:ar

cc: I.P. Merchant
Noble
John Howard
Ed Ref

RECEIVED
[illegible] DEPT.
BRIDGE DIVISION
OCT 21 1936 PM
7 8 9 10 11 12 1 2 3 4 5 6

Form CO-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 16, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(50)301, West Marquam Interchange
Aluminum Bridge Rail Posts

Please refer to Mr. John C. Jenkins' letter of August 9, 1966 on the subject posts. Your Materials Division indicates compliance with specifications apparently because the specimens cut from the post were not in complete agreement with the method of sampling prescribed under AASHO Specification M193-60. Laboratory Nos. 763811 and 767387, however, still point up the fact that many of the posts are deficient in strength requirements and elongation.

On the basis of these test results, we feel that the posts do not comply with the AASHO specification. This problem has been discussed with our Washington office and they are in complete agreement with us.

Please inform us what remedial measures you intend to take.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 26 1966
FOR FILING

FORM E-30X—50M—8-66 SP*23500-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
September 19, 1966

To: Mr. J. J. Smith
District Right of Way Supervisor
B U I L D I N G

SUBJECT:

Recently, Mr. Louis Adler requested that the second driveway to his property under the West Marquam Interchange be left open for use for his scrap metal business. His attorney was advised that our Legal Department had investigated our transactions with Mr. Adler and determined that we had purchased all access rights except one access at Station A510+20 of the access road which we constructed.

Recently, Mr. Adler wrote to Governor Hatfield who referred Adler's request to our Salem office. The Governor's Office has been advised that Mr. Adler can get additional access by making application and by making payment for the value of any additional access granted. They indicated the property would have to be appraised both for one driveway and for two driveways, and the difference would be the amount of value for the additional driveway.

I have been informed by Mr. Adler's attorney that he will apply tomorrow (September 20) for a second access contingent on the amount to be determined, and it is therefore requested that you furnish this office with an estimated value of a second driveway for egress and ingress only.

Original Signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

NOTED
FORREST COOPER

AEJ:sh
cc Forrest Cooper
F. B. Kinboe
Victor D. Wolfe
G. E. Rohde
F. D. Morgan
D. H. Moehring

RECEIVED
SEP 19 1966
FOR FILING

September 16, 1966

Mr. Verne Bunn
Executive Assistant
Executive Department
State Capitol
Salem, Oregon 97310

Dear Mr. Bunn:

Reference is made to Mr. Louis Adler's August 31 letter to the Governor concerning access to his junkyard located beneath the structures in the West Marquam Interchange area.

Our dealings with Mr. Adler have been extremely difficult. However, the deed by which he owns this property imposes upon it the stipulation that only one 20-foot access roadway will be allowed. Mr. Adler can get additional accesses although he will have to make application for such accesses through the proper channels and will have to make payment for the value of any additional accesses granted. Ninety percent of this payment would have to be transferred, in turn, to the Federal Government in keeping with governing regulations. The suggested draft to Mr. Adler sets out this stipulation.

If anything further is needed, please let us know.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Att.
cc Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
G. K Bohde
F. D. Morgan
A. E. Johnson

FBK:srb ms

Suggested Reply for the Governor's Consideration
September 16, 1966

Mr. Louis Adler
Adler & Son
0323 S. W. Sheridan Street
Portland, Oregon 97201

Dear Mr. Adler:

This is in response to your August 31 letter concerning an access to your property near the Marquam Bridge ramps in Portland.

It appears that during the negotiation for the acquisition of your property which was needed for highway right-of-way and the sale to you of certain surplus State property, all access rights were conveyed to the State except for one access at Station "A" 310+20.

In problems of this kind two points are involved--traffic safety and the monetary value of the access itself. In the first instance, I am advised that it may be possible to provide a second access without causing an undue traffic hazard. On the second point, however, since access is a property right having value and because you were compensated on the basis of one driveway only, the property would have to be appraised and the State and Federal governments would have to be reimbursed for this value.

This project was constructed with Federal-aid Interstate funds and 91 percent of the cost was borne by the Federal

Suggested Reply for the Governor's Consideration
September 16, 1966

Mr. Louis Adler
Adler & Son
0323 S. W. Sheridan Street
Portland, Oregon 97201

Dear Mr. Adler:

This is in response to your August 31 letter concerning an access to your property near the Marquam Bridge ramps in Portland.

It appears that during the negotiation for the acquisition of your property which was needed for highway right-of-way and the sale to you of certain surplus State property, all access rights were conveyed to the State except for one access at Station "A" 510+20.

In problems of this kind two points are involved--traffic safety and the monetary value of the access itself. In the first instance, I am advised that it may be possible to provide a second access without causing an undue traffic hazard. On the second point, however, since access is a property right having value and because you were compensated on the basis of one driveway only, the property would have to be appraised and the State and Federal governments would have to be reimbursed for this value.

This project was constructed with Federal-aid Interstate funds and 91 percent of the cost was borne by the Federal

Government. Federal regulations are very emphatic on the point that where additional access can be granted, the Federal Highway Trust Fund must be reimbursed in a proper amount.

If this additional access or driveway is essential to your activity, I suggest that you direct an application to the Metropolitan Engineer of the Oregon State Highway Department at 5821 N. E. Glisan Street, Portland 97213. Highway Department personnel will cooperate with you insofar as they can in resolving this problem.

DNS:jr/RLP:ms

0323 S. W. SHERIDAN ST.

TELEPHONE 228-8248

ADLER & SON

PORTLAND, OREGON 97201

4657

August 31, 1966

Hiway SEP 7 66

Honorable Mark O. Hatfield
Governor
State of Oregon
Salem, Oregon

Dear Mr. Hatfield:

By this letter I would like to introduce myself; my name is Louis Adler and I own a scrap metal business at 0323 S. W. Sheridan St., Portland, Oregon. I have operated this business for some twenty years at the above location and during such time have done my best to profit both myself and the economy of the State of Oregon. However, I now have a problem relative to my business. This problem is not a large one, I realize, when compared with the problems you face but it is a large one in my eyes for it threatens my very business life. I, therefore, earnestly hope you will consider it.

In 1962, as part of Oregon's vigorous highway expansion program, over three-fourths of my business property was deemed needed for the new Pacific Highway and Marquam Bridge. The State Highway Commission, realizing that the taking of such a great deal of my land would terminate my business, consented to an arrangement whereby my property was traded for property owned by the State of Oregon, which was adjacent to my old land. This trade was effected by a Bargain and Sale Deed on the part of the State of Oregon, and a Warranty Deed on my part.

The above was a satisfactory arrangement as far as I was concerned in that the State, as part of the arrangement, built and maintained a 20-foot roadway, which I was allowed to use for purposes of ingress and egress. To a scrap metal business the latter is, as I am sure you recognize, an absolute necessity. For a period of approximately thirty-six months I used this roadway for ingress and egress. Specifically, I used it at two distinct points on my property, one point for ingress and one point for egress.

Recently, I was informed by the State Highway Commission that a fence was to be installed along the 20-foot roadway. This fence, they informed me, would eliminate one of my access points. I objected, but was informed by the State Highway Commission's

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

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SEP 8 1966
CONSTRUCTION
DIVISION

Peace
Morelock
Sump
Licensed
Olson

SEP 2 1966

9523[illegible] W. SHERIDAN ST. TELEPHONE 228-8248

ADLER & SON

PORTLAND, OREGON 97201

Metropolitan Engineer that the Attorney General's office had looked at the afore-noted deeds and that they were of the opinion that I was allowed only one access point.

The above greatly disturbed me for two reasons. (1) All during the period of the negotiations of the property trading, I firmly believed that I was to have the right of dual access to the 20-foot roadway. (2) The dual accress is part of the lifeblood of my business. This latter statement is difficult to explain, but I might say that my original property was a two acre square and I did not need the dual access, but the remaining old property left by the State is in the form of a triangle, the hypotenuse of which borders on the 20-foot roadway. The new property is directly below the triangle and does not border on the roadway. Thus, what has happened is that my operation, i.e., the scrap metal pile and operations connected therewith, have been limited to a 70-foot area.

This area is satisfactory when dual access is allowed, but if I am forced to use only one access point, my whole present operation will not be workable. This obviously will necessitate a complete change in business operation which will cause both a financial and business hardship.

This hardship might be somewhat bearable on my part if I can understand the State's position; however, I do not. They have all but formally admitted to me that my use of the second access point does not and will not create a traffic danger. Further, a fence already exists on the border of my property. From these facts, I am faced with the inescapable conclusion that the State is proceeding to build the fence for no apparent reason, and this lack of reason is causing me a great hardship.

I am, by this letter, respectfully requesting that you or your office examine this problem. I sincerely feel that the inequities are so great that some solution should be reached. In any event, I request your help, and will eagerly await your reply.

Yours very truly,

Louis Adler

RECEIVED
SEP 6 1966
OFFICE OF
STATE HIGHWAY ENGINEER

FORM S-123

RECEIVED
AUG 25 1966
FOR FILING

COMMISSIONER
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. CHANDLER, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N.E. Glisan
Portland, Oregon 97213

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

August 23, 1966

Mr. Stuart A. Hall
Attorney
BLACK, KENDALL, TREMAINE, BOOTHE & HIGGINS
520 S. W. Sixth Avenue
Portland, Oregon 97204

Re: Louis Adler Access

Dear Mr. Hall:

Reference is made to your letter of August 8, 1966 regarding access to property owned by Mr. Louis Adler located at 0323 S. W. Sheridan, Portland, Oregon.

This case has been reviewed again by our Legal Department, and it is their determination that we have bought all rights of access from the Adler property to our property occupied by the 20 foot roadway, except for the 30 foot connection opposite Station "A" 510+20.

This office has been instructed to proceed with the fencing of our right of way, limiting access to the Adler property to the above mentioned location.

Very truly yours,

Original Signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

AEJ:dm

bcc: Mr. F. B. Klaboe
Mr. Ivan D. Merchant
Mr. Leslie B. Hampton
Mr. William E. Maltby

RECEIVED
AUG 22 1966
FOR FILE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 19, 1966

To: A. E. Johnson
Metropolitan Engineer
State Highway Department
5821 N.E. Glisan St.,
Portland, Oregon 97213

SUBJECT: State of Oregon
vs.
Louis Adler, et al.
Case No. 289-935
L-4260 R-29167
West Marquam Interchange
Contract: 6354

Your letter of August 11th encloses a copy of a letter dated August 8, 1966, from Mr. Stuart A. Hall, attorney for Louis Adler.

The letter from Mr. Hall questions our right to limit the access to the Adler property to a 30' wide connection at Station "A" 510+20.

This case has been reviewed again by our Legal Department and their contention is that we have bought all rights of access except as mentioned above at Station 510+20. Fencing of the property should proceed limiting the access to the Adler property to the 30' width at Station "A" 510+20.

Ivan D. Merchant
Bridge Engineer

IDM:mb
cc: G. E. Rohde
F. B. Klaboe

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 27 1966
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engi...r
Salem, Oregon

DATE: July 14, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-6(50)301
West Marquam Interchange Section, Pacific Highway
Revised Alignment for PP&L Company's Relocation

NOTE
R.L.P.O.R.

Mr. T. W. Litchfield's July 7, 1966 letter requested our concurrence in a proposed revision in the alignment of Pacific Power and Light Company's facilities on the subject project at no additional cost to the State.

We have no objection to the proposed revision, provided adequate clearance as specified by the National Electrical Safety Code, U. S. Department of Commerce, National Bureau of Standards, is maintained. The revised plan submitted by Pacific Power and Light Company indicates a possible conflict with the column at Bent 13-13, station 512+40.27.

REFERRED TO

BY ASST. STATE HWY. ENGR.

7-19-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-125R REV 4-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-6(50)301

6354

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 7, 1966

NOTED
F. B. KLABOE

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Re: Revised Alignment for Pacific Power and Light Company's Relocation
W. Marquam Interchange Section
Pacific Highway - Multnomah County
Project No. I-5-6(50)301
Contract No. 6354

Dear Sir:

Herewith you will find one copy of Pacific Power and Light Company's letter dated June 24, 1966 requesting a revision in their alignment as proposed in their estimated dated March 30, 1964, which was approved for the lump sum of $4,757.33 by your letter of May 4, 1964.

This proposed revision will improve the alignment and decrease the maintenance costs. Since this proposed change will be performed at no additional cost to the State, we recommend your approval.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

enc.

cc: F. B. Klaboe
L. H. Young
C. H. Maison
John Howard
B. P. Huntley
Jack Hesla

RECEIVED
JUN 17 1966
FOR FILING

I-5-6(50)301

6354

Expire To Anders
Cunningham
Parsons
6-9-66
7085

U. S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR

Federal Building - Room 10404
450 Golden Gate Avenue
Post Office Box 36017
San Francisco, California 94102

June 7, 1966

L. W. Pelley, Deputy Executive Officer
Bureau of Public Roads
U.S.Department of Commerce
222 SW Morrison St.(412 Mohawk Bldg.)
Portland, Oregon 97204

NOTED
R. L PORTER

Dear Sir:

Re : Peter Kiewit Sons Co., Prime contractor
Portland Crane & Contracting Co. aka Portland Sign & Neon Co., - Subcontractor
Project: Bridge - West Marquam Interchange Section, Pacific Highway I-5-6(50)-301
Portland, Oregon
E-66-378 and 379 Your file: 08-00.56

Thank you for your May 23, 1966 report in subject matter indicating Davis-Bacon and Contract Work Hours Standards Act underpayments to two employees on this project.

It seems that two employees of subject subcontractor were leased together with equipment by subject "subcontractor" to the prime contractor on a day-to-day basis. These were regular employees of the leasing firm and received the same subminimum rate for all work by them whether on government contract or not. There was no written agreement between the prime contractor and Portland Crane and it would seem that the latter was in ignorance of its labor standards obligations as a "subcontractor" covered by the Davis-Bacon Act.

Full restitution in the total amount of $163.15 was made to the equipment operators for what clearly seem to have been nonwilful Davis-Bacon underpayments. This amount included overtime underpayments which were of a purely technical nature and resulted in only $40.00 in liquidated damages. Since the latter amounts to less than $100 and since the overtime violations were clearly inadvertent, we would, pursuant to 29 CFR, Part 5, Section 5.8(c), concur in your recommendation of waiver of such damages, and of closing.

Very truly yours,

NOTED
JOHN EDWARDS

Alfero D'Agostini, Regional Attorney

Copy to Klaberg 6-16-66
Copy to Montana

Form CD-121 (11-63) (Pres. by A.O. 2[illegible]-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 1, 1966

In reply refer to: 08-35-EC/420.25

6354

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(50)301
West Marquam Interchange
Labor Compliance Complaint

Our November 3, 1965 memorandum submitted two Department of Labor reports to your office on the subject project concerning possible underpayment of wages to employees of Portland Crane and Contracting Company, subcontractor to Peter Kiewit Sons, with a request for an investigation.

Your investigation uncovered certain violations, one of which was insufficient overtime payments as a result of underpayment of basic wages, or a technical violation of the Contract Work Hours Standards Act. In view of the restitution of the basic wages made by the contractor and your March 16 recommendation that the Contract Work Hours Standards Act violation was inadvertent, we recommended to our Regional office that no liquidated damages be charged for this violation.

Attached is a copy of the Findings and Determinations on this case where the Regional Engineer finds these violations are inadvertent and that no liquidated damages be assessed. This case may be considered closed.

Enclosure

Copy to [illegible] 6-6-66

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

412 Mohawk Building
222 S. W. Morrison
Portland, Oregon 97204
May 26, 1966

08-00.56

Mr. Altero D'Agostini, Regional Attorney
U. S. Department of Labor
San Francisco, California
THROUGH: H. E. Cunningham, Western Counsel

E. J. McClarty
Assistant Regional Engineer
Portland, Oregon

Oregon Project I-5-6(50)301, Bridge - West Marquam
Interchange Section, Contract No. 6354. E-66-378 and 379
Peter Kiewit Sons' Co. (Prime), Portland Crane & Contracting
Co. (Sub.) Labor Compliance.

Our memorandum of April 4, 1966, in reply to your letter of March 21, 1966, was an interim report in that the matter of violation of the Contract Work Hours Standards Act had not been resolved. Attached is a copy of Findings and Determination resolving that question and stating the issues and facts in the case.

Your letter of October 26, 1965 advised that two employees of Portland Crane & Contracting Co. had filed claims of underpayment for their work on this project in violation of the contract minimum wage rates. You requested a full scale investigation of the payroll practices of this company pursuant to 29 C.F.R., Part 5, Sections 5.6 and 5.11. Your request was relayed to the Oregon State Highway Engineer November 3, 1965 by our Oregon division office. The State conducted the investigation, and submitted a report to our division office November 24, 1965. Further correspondence ensued resulting in our receipt of the evidence in substantiation of the adjustments referred to in the Findings & Determination.

The investigation revealed no deficiencies in labor compliance by the Portland Crane & Contracting Co., as required by the contract, other than those resolved in the above referred to adjustments.

Attachment

cc: D. H. Anders, General Counsel
H. E. Cunningham, Western Counsel
A. W. Parsons, Division Engineer (2)

412 Mohawk Building
222 S. W. Morrison Street
Portland, Oregon 97204

May 23, 1966

08-00.56

Findings and Determination as to Liquidated Damages under the Contract Work Hours Standards Act.

Project: Oregon I-5-6(50)301, Marquam Bridge W. Approach Span and Interchange Ramp Structures. Multnomah County.

Contract No. 6354. Awarded November 6, 1963.

Contractor: Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Pursuant to Contract Work Hours Standards Act, Title 40, Secs. 327-332, U. S. Code, and 5.8(c) of Title 29, C.F.R., and Paragraph 21 of Administrative Memorandum, Transmittal 31, 1-10.2, April 22, 1965, issued by U. S. Department of Commerce, Bureau of Public Roads.

Findings:
The Contractor made arrangements with Portland Crane & Contracting Company, 8776 N. E. Sandy Blvd., Portland, Oregon 97220, for rental of a fully-operated truck crane for use on this project. The two operators were carried on the payrolls of the Portland Crane & Contracting Company for work on this project in July and August 1965. Mr. Philip R. Olsen, 10434 N. E. Morris St., Portland, Oregon, was paid at the basic rate of $2.80 per hour. Mr. William N. Adams, Jr., 5917 N. E. Prescott, Portland, Oregon, was paid at the basic rate of $3.10 per hour. The contract minimum hourly wage rate for the classification: Boom Truck, single and double drum, and "A" frame, double drums (includes Karry Crane) is $4.23.

Under dates of September 16 and 17, 1965, respectively, the above employees filed SOL 161(a) forms with the Wage and Hour and Public Contracts Division of the U. S. Department of Labor, Portland, Oregon, complaining of underpayment for their time on this project. This matter was referred to the Bureau of Public Roads by the Department of Labor and then to the State for investigation.

- more -

Adjustment payments were made by the prime contractor, as evidenced by certified payrolls and signed receipts in State and Bureau of Public Roads files, as follows:

Name	Gross	Net
Philip R. Olsen	$86.16	$76.69
William N. Adams, Jr.	$76.99	$62.18

These adjustments included one overtime day regarding Mr. Adams and three overtime days regarding Mr. Olsen. These four technical violations of the Work Hours Standards Act were inadvertent. These employees were working for the prime contractor as crane operators on an equipment rental basis. They were carried on the payrolls of the equipment supplier and were not employed on a regular basis on this project. Their regular employer inadvertently failed to change their pay scale, for the time they worked on this project, to the minimum rate requirement of the contract.

Determination:
Therefore, the violations cited above are determined to be inadvertent. The contractor is hereby relieved of liability for liquidated damages in this matter.

REGIONAL ENGINEER

cc:
A. W. Parsons (2)

May 23, 1966

RECEIVED
APR 8 - 1966
FOR FILING
T-5-6(20) 3C1
6354

April 8, 1966

Employers Mutuals of Wausau
600 S. W. Market Street
Portland, Oregon 97201

Attention: Mr. D. E. Robinson

Gentlemen:

This is in reply to your letter of April 6, concerning the automobile damage of your two insureds as a result of the painting, sand blasting and cement work which was being completed on the Marquam Bridge.

This appears to be in reference to the Peter Kiewit Sons' Contract No. 6354 for structures on the West Marquam Interchange Section of the Pacific Highway in Multnomah County. Their mailing address is P. O. Box 1777, Vancouver, Washington.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:gc

Employers Mutuals of Wausau

AUTOMOBILE ASSOCIATION AGENCY • 600 S. W. MARKET STREET • PORTLAND. OREGON 97201 • PHONE: 228-6201

State of Oregon
Department of Highways & Road
Salem, Oregon

April 6, 1966

Our File No. S22-9-32 and S22-10-87

Gentlemen:

Two of our insureds have had their automobiles damaged as a result of the painting, sand blasting and cement work which was being completed on the Marquam Bridge. 6354

Would you advise us the names and addresses of the contractors to whom we can send our subrogation demands for repairs to our insureds' vehicles. The date of these two claims is July 15, 1965.

Very truly yours,

D E Robinson

Claim Examiner

DERobinson:hb-po

Cee
please reply
Fb

RECEIVED
APR 7 - 1966
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. READ

RECEIVED
MAR 17 1966
FOR FILING

6354

4381

March 16, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: West Marquam Interchange
Contract No. 6354
FAI 5-6-(50)301
Labor Compliance Complaint
Final Report

Dear Sir:

In accordance with your letter of February 9, the labor compliance complaint of Olson and Adams has been investigated and the final report following the outline in Section 518-6.2 of the Labor Compliance Manual is hereby submitted.

(a) Contract No. 6354, West Marquam Interchange, Portland, Oregon.

Contractor - Peter Kiewit Sons' Company.

Subcontractor - Portland Crane and Contracting Company.

(b) Investigation was prompted by referral to the Highway Department by the Bureau of Public Roads of a complaint of underpayment by two (2) employees by the United States Department of Labor.

(c) Investigation revealed that two (2) crane operators had been underpaid and the Prime Contractor was requested to make restitution.

(d) Underpayment resulted from the Subcontractor not being aware of the Federal Labor Requirements of the contract.

(e) Contractor agreed to restitution and has submitted corrected payrolls and proof of restitution.

(f) Recommendations: This complaint was caused by a misunderstanding as to applicable labor requirements and no willful violations were made. It is recommended that no penalty or further action be taken.

Copies of payrolls, releases and the Bureau of Labor Report are enclosed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Enc.

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

AAR:jf jwa

FORM E-30 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 23, 1966

SUBJECT: Assignment #4387 noted jra

To:

Mr. Tom Edwards
Assistant State Highway Engineer

O F F I C E

We have made two attempts to clarify the labor compliance complaint and it appears that the BPR will not be satisfied until the documents are reviewed by them. The field is having difficulty gathering the documents as the contractor is not fully in agreement with us.

I request that the bring up date for this assignment be set back to March 11, in hopes that the documents from the field are on hand.

A. A. Rear
Assistant Bridge Engineer

AAR:smd

cc
Ed Hardt
John Howard

RECEIVED
FEB 23 1966
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

E Edwards

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

DATE: February 9, 1966

08-35-EC/420.25
XRef: I-5-6(50)301

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

ME Martin
By: M. E. Martin
Acting Division Engineer

SUBJECT: Oregon Project I-5-6(50)301
West Marquam Interchange
Labor Compliance Complaint

Mr. Edward's January 19 interim report on the labor compliance complaint of Olsen and Adams on the subject project will be forwarded to the Department of Labor.

Upon completion of your investigation and prior to your closing of this labor complaint file, please submit a final report guided by Section 515-4.7(a) and 518-6.2 of the Labor Compliance Manual. We trust you will have payrolls, photostatic copies of cancelled checks or releases signed by the individuals showing proof of restitution in your files

Merchant Reeves

PM
1,2,3,4,5,6

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1
OFFICE OF
STATE HIGHWAY ENGINEER

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OFFICE
HIGHWAY

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FEB 10 1966
FOR FILING

February 9, 1966

MEMO TO FILE

Contract No. 6354
West Marquam Interchange

This date, as per Mr. Gardner, liquidated damages to the amount of $20,100.00 (67 days) for work done to Feb. 5, 1966, on the above-mentioned contract have been waived on Est. No. 27. The amount in retainage is $228,284.37.

Vince Gallagher
Contract Payments Engineer

cc: I. D. Merchant

RECEIVED
MAR 2 - 1966
FOR FILING

I-5 6(20) 301
6354

January 26, 1966

#14

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Gentlemen:

The State Highway Commission at its meeting on January 25, 1966, considered your request for an extension of time on Contract No. 6354, Unit E, for the West Marquam Interchange on the Pacific Highway in Multnomah County.

After considering the recommendation of the Engineer and other available information, the Commission granted an extension of time for Unit E to October 25, 1965, without assessment of liquidated damages.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc A. E. Johnson
John Howard
I. D. Merchant
L. H. Young
C. H. Maison
Bureau of Public Roads

Form CD-121 (11-63) (Prea. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Klabre Edwards

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 10, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons
A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(50)301, West Marquam Interchange
Time Extension, Unit E

Our Inspection Reports Nos. 9, 11, 12, 13, 14, 16, and 17 confirm your comments listed in the December 16, 1965 letter signed by Mr. Edwards.

We feel that the specifications in regard to completion of the fill approach to the E Line and also the A Line structures certainly were misleading. On page 5 of the specifications the specified completion date for the E Line fill was July 1, 1964. However, the area for abutment construction could be considered available November 1963, the day work started.

We give our concurrence to your extension of time for Unit E to October 25, 1965 without the assessment of liquidated damages.

RECEIVED
OREGON STATE HIGHWAY DIV.
BRIDGE DIVISION
AM JAN 13 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
JAN 12 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

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JAN 25 1966
FOR FILING

I-5 4(5) 321
6354

January 24, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 14
January 25, 1966 meeting

Gentlemen:

The contract for the West Marquam Interchange on I-5 in Portland, Contract 6354, was awarded with different completion dates specified for various units of the work. Status of completion of the specified units is as follows:

Unit A	Specified Compl.	3/31/64	Actual Compl.	3/31/64
Unit B	Specified Compl.	4/30/64	Actual Compl.	4/22/64
Unit C	Specified Compl.	9/30/64	Actual Compl.	9/30/64
*Unit D	Specified Compl.	9/30/65	Actual Compl.	10/25/65
Unit E	Specified Compl.	7/31/65	Actual Compl.	10/25/65
Unit F	Specified Compl.	11/30/65	Est. Compl.	1/31/66

* Time extension granted to October 25, 1965.

With respect to Unit E, the contractor, Peter Kiewit Sons' Company, has requested that the completion date be advanced to October 31, 1966, without assessment of liquidated damages. Early in the project the end bent (Abutment E-6) was changed from an anutment type to a pile-cap-on-fill type. Since the fill was to be built by another contractor, construction of Bent E-6 and Span E-5 was delayed until the fill was completed, which was March 8, 1965. Actual delay is November 13, 1963, (the date of the plan change) to March 8, 1965, (the site availability date).

Work on the unit was actually completed October 25, 1965. Because the contractor was delayed by conditions beyond his control, I recommend that he be granted an extension of time for Unit E to October 25, 1965, the actual completion date, without assessment of liquidated damages.

This is a federal-aid project and we have the concurrence of the Bureau of Public Roads.

This matter will be on the agenda for your consideration at the January 25 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
Tom Edwards
Victor D. Wolfe
L. H. Young
I. D. Merchant
C. H. Maison
A. E. Johnson

CAG:jf bg

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6354 Contractor Peter Kiewit Sons Co.

Highway Pacific

Section West Marquam Interchange

Kind of Work Six structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or GRANTED. The reasons for such recommendation are as follows: Recommend increase of 91 days to October 20, 1965 ~~as per attached letter.~~

25

Recommended for Approval:

Edward C. Arndt
Assistant Division Engineer

Aram V. Marchand
~~Construction Engineer or~~
Bridge Engineer

Geo. Tacker
State Highway Engineer

Contract No.	6354
Project designation	I-5-6(30)301 State-Federal
Date awarded	Nov. 7, 1963
Work started	Nov. 12, 1963
Per cent completed	97% July 31, '65 Date
No. of Workdays Allowed	Comp. Date July 31, '65
No. of Workdays Used	100%
No. of ~~Added~~ Workdays Requested	Comp. date Oct 31, '65

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date July 23, 19 65

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from July 31, days to Oct. 31 days, within which to complete our Contract No. 6354 Unit E, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See Attached Letter dated Dec. 11, 1963
See Attached Letter dated Dec. 11, 1963
See Attached Letter dated Dec. 11, 1963
See Attached Letter dated March 9, 1965

Respectfully submitted,

PETER KIEWIT SONS' CO.
Contractor

By W. D. Hitt
W. D. Hitt

CONSENT OF SURETY

Date July 20, 19 65

We, THE [illegible] CASUALTY AND SURETY COMPANY

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

[illegible]
Attorney-in-fact

(SEAL)

Paul R. Ratliffe
Resident Ag[illegible]

RECEIVED
JAN 20 1966
FOR FILING

I-5-6(50)30
6354

4181

January 19, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Labor Compliance Complaint
West Marquam Interchange
Contract No. 6354
I-5-6(5a)301

Dear Sir:

In your December 2, 1965 letter you asked for clarification of four points in regard to the labor compliance complaint on the West Marquam Interchange project.

1. At this time the contractor has not been charged liquidated damages for payment of wage rates below the minimum on the overtime hours act as required under the work hours act of 1962. A Price Agreement is being prepared to cover the liquidated damages for the days on which the violation occurred.

2. Restitution has been made to one of the two men who registered a complaint. This is contrary to the information given to John Howard and as reported in his November 15 report. The contractor's estimates will be held until the settlement has been made.

3. The crane involved is a truck-mounted crane and has a rental rate of about $8 per hour. This will leave $7 from which to pay the wages and overhead.

4. A subcontract covering the use of the crane and the operator has been executed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

AAR:mm jwa

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 2, 1965

In reply refer to: 08-35-EC/420.25

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Labor Compliance Complaint

Mr. Edwards' November 24, 1965 letter answered our November 3 memorandum concerning apparent labor compliance violations on I-5-6(50)301, West Marquam Interchange, your Contract 6354.

Although Mr. Edwards' letter states that all corrective action has been taken, we are unable to determine several points that must be clarified to satisfy the labor requirements.

1. Has the contractor been charged liquidated damages for payment of wage rates below the minimum on the overtime hours worked as required under the Work Hours Act of 1962?

2. Have you in your files an indication that the restitution has been made other than Mr. Howard's November 15 report?

3. As the crane's size was not reported, we are unable to verify the reasonableness of the $15.50 hourly operated rate. The remainder after subtraction of the rental rate from the agreed amount should be checked for a reasonable wage rate.

4. The final action will be your receipt of the subcontract that includes the necessary phrases with regard to labor.

Estimated rate $8.00/hr

These minimum labor requirements are covered in the Labor Compliance Manual - Federal-aid Construction if a reference is necessary.

RECEIVED
DEC 3 1965
OFFICE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 13 1966
FILING

Form CD-121 (11-63) (Prss. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Klabre & Edwards

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 10, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

A. W. Parsons

SUBJECT: Oregon Project I-5-6(50)301, West Marquam Interchange
Time Extension, Unit E

Our Inspection Reports Nos. 9, 11, 12, 13, 14, 16, and 17 confirm your comments listed in the December 16, 1965 letter signed by Mr. Edwards.

We feel that the specifications in regard to completion of the fill approach to the E Line and also the A Line structures certainly were misleading. On page 5 of the specifications the specified completion date for the E Line fill was July 1, 1964. However, the area for abutment construction could be considered available November 1963, the day work started.

We give our concurrence to your extension of time for Unit E to October 25, 1965 without the assessment of liquidated damages.

Copy - Memo dated 1-13-66

NOTED
TOM EDWARDS

APPROVED
ASST. STATE HWY. ENGR.

RECEIVED
JAN 12 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

DEPARTMENT
DEC 16 1965
FOR FILING
I-5-1(50)301
1207

December 16, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: West Marquam Interchange
Contract No. 6354
F.A.P. I-5-6(50)301

Dear Sir:

This contract was awarded with different completion dates specified for various units of the work. Status of completion of the specified units are as follows:

Unit A, Specified Completion - 3/31/64	Actual Completion	- 3/31/64
Unit B, Specified Completion - 4/30/64	Actual Completion	- 4/22/64
Unit C, Specified Completion - 9/30/64	Actual Completion	- 9/30/64
*Unit D, Specified Completion - 9/30/65	Actual Completion	- 10/25/65
Unit E, Specified Completion - 7/31/65	Actual Completion	- 10/25/65
Unit F, Specified Completion - 11/30/65	Estimated Completion	- 1/31/66

*Time extension granted to October 25, 1965.

With respect to Unit E, the contractor has requested that the completion date be advanced 87 days to October 31, 1966 without assessment of liquidated damages. Early in the project the end bent (Abutment E-6) was changed from an abutment type to a pile-cap-on-fill type. Since the fill was to be built by another contractor, construction of Bent E-6 and Span E-5 was delayed until the fill was completed, which was March 8, 1965. Actual delay encountered was from November 13, 1963 (the date of the plan change) to March 8, 1965 (the site availability date) -- a total of 482 days.

Work on the unit was actually completed October 25, 1965, 87 days beyond the specified completion date. Since the contractor was delayed by conditions beyond his control, I recommend the contractor be granted an extension of time for Unit E to October 25, 1965 without assessment of liquidated damages.

May I have your concurrence on this recommendation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

CAG:jf/TE:jwa

RECEIVED
DEC 14 1965
FOR FILING

STATE COPY

Contingent upon [illegible] project [illegible] funds [illegible]
DEC 13 1965

Form E-208—5M

I-5-6(50)301
6354

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name West Marquam Interchange Date Nov. 30

Highway Pacific Contract No. 6354

County Multnomah Prefix 626-1008

Contractor Peter Kiewit Sons' Co. F. A. Project No. I-5-6(50)301

Address P. O. Box 1777, Vancouver, Washington Order No. 15

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Trim beveled shim on top of portal frame of Pier 5.
Grind finger plates to fit after installation.

1. Equipment rental rates to be as per State A.D.G. Agreement.
2. Percentage allowed contractor is in accordance with executed contract for the project.

Location by station numbers:

466+31.50

Estimate of quantities and cost:

Labor	$200.00
Equipment	100.00
Materials	50.00
Total	$350.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Due to the twist in the rigid frame the beveled shim on top flange no longer provides a true alignment for the finger plate. The price agreement for reinforcing the frame did not include any work on the shim since the extent of the correction will not be known until the repairs have been made and the AD span deck is poured. None of this work has been done to date.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,176,347.08
Present estimate of project cost, including $350.00 for work under this order	$4,917,729.67
Expected under-run amount	$ 258,617.41
Expected under-run per cent	5.0%

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. D. Howard — Resident Engineer

Approval Recommended: /s/ Alfred A. Rear — Asst. Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt — Division Engineer

Approved /s/ L. H. Young — Office Engineer

State Printing

NOV 28 1965
FOR FILING
I-5-6(50)301
6354

November 24, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Attention Mr. T. Dec

Re: West Marquam Interchange
Contract No. 6354
Labor Complaint
Your File: 08-35.3EC/420.25

Dear Sir:

A field investigation of the complaints of possible labor violations from two employees of Portland Crane & Contracting Company who did work for Peter Kiewit Sons Company on the West Marquam Interchange Project No. I-5-6(50)301 was conducted. A copy of Mr. Howard's report is attached. The investigation disclosed that:

1. Wage rates were below the minimum specified.

2. The men were employed as operators of equipment rented by Peter Kiewit Sons Company on a fully operated basis.

3. The Portland Crane & Contracting Company performed only an incidental part of the work on this project.

4. The men who registered the complaints have signed releases indicating that restitution has been made for the deficiency in wages.

5. A subcontract between the Peter Kiewit Sons Company and the Portland Crane & Contracting Company is forthcoming.

It is our opinion that the investigation indicates the violation was unintentional and that proper restitution and corrective action has been taken.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Ivan Merchant

IDM:en/TE:jwa

FORM E-30 50M 2-65 SP°6470-754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
November 15, 1965

SUBJECT: Labor Compliance Complaint
West Marquam Interchange
Contract: 6354

To: Mr. Edward L. Hardt
Assistant Metropolitan Engineer
O F F I C E

This letter is in regard to the labor compliance complaints originally filed by Mr. Philip R. Olsen and Mr. William N. Adams with the U. S. Dept. of Labor. These men operated a small truck mounted crane owned by Portland Crane and Contracting Co. on the above project.

The crane is electrically operated with a telescoping boom and used primarily for erection of signs and billboards. Peter Kiewit Sons Co. rented the crane at an operated rate of $15.50 per hour for erection of downspouts. A check of the invoices issued to the Kiewit Company shows the following dates and hours the equipment was used on the job.

July	7	8	9	15	16	19	20	21	
Hours	8½	9	9	7½	7½	7	6	4½	
August	11	13	16	18	19	20	24	26	27
	6¾	7	8	7½	7¾	7½	8	8¼	7¼

The July bill was paid on Purchase Order No. 17954D; August Purchase Order No. 33036. The hours shown agree with those given on the Dept. of Labor's "Wage Transcription and Computation Sheet" with exception of an 8½ hour period in July shown above as 7½ hours.

Mr. White of Portland Crane and Contracting Co. was contacted regarding the wages paid these two men. He did not care to give any payroll information; however, he did say the Bureau of Labor had given his payrolls complete audit; restitution based on the difference of the determined rate of $4.23/hr. and the rate paid had been made, and a release was signed by the two employees. Mr. White also stated that he was unaware of the minimum wage rates required when the crane was rented to the Kiewit organization. This was discussed with Mr. Ben Thomas, Job Superintendent for Peter Kiewit, who admitted an oversite on his part in not mentioning the wage rate requirements.

METROPOLITAN ENGINEER
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Both complainants check that they did not see wage rates posted on the job. Since the start of work, the contractor has had this information posted both inside and outside of his job office. Throughout the progress of the work, this office has checked the payrolls of the prime and his subcontractors and interviewed his employees. At no time has there been any evidence of not complying with the minimum wage requirements until this case.

Mr. Frank Reeder, Field Office Supervisor for the Bureau of Labor, was asked in regard to the restoration of the difference in wage scales. His office had no record, so he could not confirm the difference had been paid.

From what has been found, we feel certain the violation was unintentional on the part of Peter Kiewit Sons Co. or his subcontractor. The men have been paid the additional amount, but this cannot be confirmed by either the Portland office of the Bureau of Labor or by Payrolls submitted to this office. No approved subcontract between Peter Kiewit Sons Co. and Portland Crane and Contracting Co. exist. We would recommend submission of the subcontract for approval and have Portland Crane and Contracting Co. submit certified payrolls for their work on this job.

Your ideas on how this matter should be handled would be appreciated.

John D. Howard
Resident Bridge Engineer

JDH:ds

RECEIVED
OREG. STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM NOV 17 1965 PM
7,8,9,10,11,12,1,2,3,4,5,6

Form CD-121
(11-63)
(Prea. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

KLABOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 3, 1965

In reply refer to: 08-35.EC/420.25

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Labor Compliance Complaint

Attached are complaints of possible labor violations from two employees of Portland Crane & Contracting Co., subcontractor to Peter Kiewit Sons Company on I-5-6(50)301, West Marquam Bridge interchange.

You will note by the attached correspondence that the Department of Labor forwarded these documents to us and that their investigator V. J. Ross uncovered possible Davis-Bacon violations.

Please conduct a full scale investigation of these complaints and the payroll practices of this subcontractor.

Attachments

RECEIVED
NOV 3 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 3 1965
BRIDGE DIVISION
AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

Copies to Resident Engr's & Area Engr's
11-5-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR

Federal Building - Room 10404
450 Golden Gate Avenue
P. O. Box 36017
San Francisco, California 94102

October 20, 1965

Mr. L. W. Palley
Deputy Executive Officer
Bureau of Public Roads
U. S. Department of Commerce
412 Mohawk Building
222 S.W. Morrison Street
Portland, Oregon 97204

Dear Sir:

Re : Peter Kiewit Sons Co., Prime contractor
Portland Crane & Contracting Co.
aka Portland Sign & Neon Co.,
Subcontractor
Project : Bridge - West Marquam Interchange Section,
Pacific Highway,
Portland, Oregon
Project No. : I-5-6(50)-301
E-66-

Herewith transmitted are copies of documents relating to the SOL-161(a) complaints of two employees of subject subcontractor who claim to have been underpaid for their work on the above project in violation of the prevailing wage provisions of the Davis-Bacon Act.

In view of these allegations, you are respectfully requested to conduct a full-scale investigation of the payroll practices of subject subcontractor pursuant to 29 C.F.R., Part 5, Sections 5.6 and 5.11.

Code of Fed. Regulations.

You might wish to consult Investigator V. J. Ross, Wage and Hour Division, U. S. Department of Labor, Portland, Oregon, whose Fair Labor Standards Act investigation of this matter uncovered the possible Davis-Bacon violations. The telephone number of Mr. Ross is 226-3724.

2-6-3361

Yours very truly,

Enclosures

Altero D'Agostini, Regional Attorney.

Norman S Hayfork

SOI 161(a) U.S. DEPARTMENT OF LABOR Bureau No. 44-R1061.2
OFFICE OF THE SOLICITOR Approval Expires: June 30, 1961

Information Regarding Compliance With Federal Labor Standards

INSTRUCTIONS: In order to assist the United States Department of Labor in determining compliance with Federal Labor Standards applicable to the project upon which you were employed, you are requested to furnish the following information. Please answer as many of the following questions as completely as you can. YOUR IDENTITY WILL NOT BE DISCLOSED TO YOUR EMPLOYER. This inquiry does not imply that any law or labor standards provision has been violated. Please use pencil or typewriter. Do not use pen.

(1) Your Name--Please print or type: Philip K. Olsen

(2) Date: 9-16-65

(3) Your present address: 10434 N.E. Morris, Portland Oregon

(4) Your regular mailing address if present address is temporary: —

(5) Give the name and address of the job or project, i.e. location of work. Marquam Bridge approaches — Portland, Oregon

(6) Describe project work, e.g., construction of school or building of a bridge. Construction of bridge

(7) Name and address of prime contractor or general contractor: Peter Kiewit Sons Co.

(8) Name and address of your employer (if he is a subcontractor): Portland Crane + Contractors Co, Portland, Oregon

(9) What Federal Government Agency is involved? (for example: Army? Federal Housing Administration? Federal Aviation Agency?)

(10) If you know the contract or project number please write it here.

(11) Did you see the wage rates posted on the job? / /Yes /X/No Where?

(12) Please give your foreman's name. (Can't remember)

(13) What dates did you work on this job? From 7-7-65 to 7-21-65

(14) Are you still working on this job? / /Yes /X/No

(15) What job classifications did you work in?	State the tools you used.	What was your hourly rate?	What rate was posted?
Crane Operator	Truck + Crane	$2.80	None

(16) Did you keep any record of the hours you worked? /X/Yes / /No

(17) Did you ever work more than 8 hours a day? / /Frequently /X/Occasionally / /Never

(18) What rate of pay did you receive for overtime? Time and one half my hourly rate

(19) Name of person who kept a record of your time or hours worked? (If you did so yourself, name of person to whom you turned it in?) Wilson Nicholson

(20) What was your starting time each day? 8:00 AM How long for lunch? ½ hour What was your quitting time? 4:00 or 4:30 PM

(21) How were you paid? ☐ Cash? ☒ Check? (22) Who paid you? (what company issued the checks or cash) Portland Sand + Gravel Co, Portland Ore.

(23) Did you keep any check stubs or records of how much you were paid? / /Yes /X/No

(24) Were any deductions made from your pay (other than withholding taxes or Social Security)? ☒ Yes ☐ No If answer is "Yes", please describe in question 35 what the deductions were for. (Advanced on pay)

(25) Give names and addresses of other employees who did the same work you did. (give dates)

Name	Address	Dates they did same work you did
None		

many of the following questions as completely as you can. YOUR IDENTITY WILL NOT BE DISCLOSED TO YOUR EMPLOYER. This inquiry does not imply that any law or labor standards provision has been violated. Please use pencil or typewriter. Do not use pen.

(1) Your Name--Please print or type: Philip R. Olsen

(2) Date: 9-16-65

(3) Your present address: 10434 N.E. Morris, Portland, Oregon

(4) Your regular mailing address if present address is temporary: —

(5) Give the name and address of the job or project, i.e. location of work. Marquam Bridge approaches - Portland, Oregon

(6) Describe project work, e.g., construction of school or building of a bridge. Construction of bridge

(7) Name and address of prime contractor or general contractor: Peter Kiewit Sons Co.

(8) Name and address of your employer (if he is a subcontractor): Portland Bridge & Construction Co, Portland, Oregon

(9) What Federal Government Agency is involved? (for example: Army? Federal Housing Administration? Federal Aviation Agency?)

(10) If you know the contract or project number please write it here.

(11) Did you see the wage rates posted on the job? / /Yes /X/No Where?

(12) Please give your foreman's name. (Can't remember)

(13) What dates did you work on this job? From 7-7-65 to 7-21-65

(14) Are you still working on this job? / /Yes /X/No

(15) What job classifications did you work in?	State the tools you used.	What was your hourly rate?	What rate was posted?
Crane Operator	Truck & Crane	$2.80	None

(16) Did you keep any record of the hours you worked? /X/Yes / /No

(17) Did you ever work more than 8 hours a day? / /Frequently /X/Occasionally / /None

(18) What rate of pay did you receive for overtime? Time and one half my hourly rate

(19) Name of person who kept a record of your time or hours worked? (If you did so yourself, name of person to whom you turned it in?) Wilson Pakenham

(20) What was your starting time each day? 8:00 AM How long for lunch? ½ hour What was your quitting time? 4:00 & 4:30 PM

(21) How were you paid? / /Cash? /X/Check? (22) Who paid you? (what company issued the checks or cash) Portland Sons & Nease Co, Portland Ore.

(23) Did you keep any check stubs or records of how much you were paid? / /Yes /X/No

(24) Were any deductions made from your pay (other than withholding taxes or Social Security)? /X/Yes / /No If answer is "Yes", please describe in question 35 what the deductions were for. (Advanced on pay)

(25) Give names and addresses of other employees who did the same work you did. (give dates)

Name	Address	Dates they did same work you did
None		

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AM
7,8,9,10,11,12,1,2,3,4,5,6

End

(25) Give names of other employees who may be able to give information about possible labor noncompliances.

Name	Address

(27) Were you employed, classified or paid as an apprentice? / / Yes / / No

(28) Are you an apprentice / / Yes / / No If answer is yes (a) are you registered in an apprentice program / / Yes / / No (b) place of Registration _____ (c) Program _____ (d) Registration No. _____ (e) In what grade are you in the program? (e.g. 3rd six months)

(29) Were you ever questioned about duties and pay by a Government representative? / / Yes / / No (If you answered "yes" enter under (35) what was said to you by the Government Representative or Inspector, and what you told him.)

(30) Did anyone ever tell you not to report all of the facts if you were questioned by a Government Representative or Inspector? / / Yes /X/ No (If you answered yes, please describe under (35) who told you what to say and what you were told to say.)

(31) If you were underpaid, did you ever complain to anyone about it:
Employer - A Verbal - but not in relation to this Job

(32) If you complained, to whom did you complain? Mr. Wilcox - Personnel Supervisor Co.

(33) When did you complain?
Twice during year period

(34) What was done about your complaint?
Received raise from $2.55 to 2.80 last June 1965

(35) If you have anything further to add, please feel free to use this space.

BE SURE TO READ THIS: The statements made on this form have been read by me and they are true to the best of my knowledge and belief. I UNDERSTAND THAT MY IDENTITY WILL NOT BE DISCLOSED TO MY EMPLOYER.

Robert B. Allen
(Your Signature)

9-16-65

Portland Oregon
(Place where statement made)

DO NOT WRITE BELOW THIS LINE Withheld - Race, WHPC

SEP 5 1965 PM
3,9,10,11,12,13,16

Labor Management Co.

Name	Address

(27) Were you employed, classified or paid as an apprentice? / / Yes / / No

(28) Are you an apprentice / / Yes / / No If answer is yes (a) are you registered in an apprentice program / / Yes / / No (b) place of Registration _____ (c) Program _____ (d) Registration No. _____ (e) In what grade are you in the program? (e.g. 3rd six months)

(29) Were you ever questioned about duties and pay by a Government representative? / / Yes / / No (If you answered "yes" enter under (35) what was said to you by the Government Representative or Inspector, and what you told him.)

(30) Did anyone ever tell you not to report all of the facts if you were questioned by a Government Representative or Inspector? / / Yes /X/ No (If you answered yes, please describe under (35) who told you what to say and what you were told to say.)

(31) If you were underpaid, did you ever complain to anyone about it: Complained - A little - but not in detail this last time

(32) If you complained, to whom did you complain? Mr. Wilcox - Contract Supervisor C.

(33) When did you complain? Twice during 1965 year period

(34) What was done about your complaint? Received raise from $2.55 to 2.80 last June 1965

(35) If you have anything further to add, please feel free to use this space.

BE SURE TO READ THIS: The statements made on this form have been read by me and they are true to the best of my knowledge and belief. I UNDERSTAND THAT MY IDENTITY WILL NOT BE DISCLOSED TO MY EMPLOYER.

Ronald B. Allen
(Your Signature)

9-16-65

Portland Oregon
(Place where statement made)

DO NOT WRITE BELOW THIS LINE Withheld - Disc., WHPC

OFFICE OF
UNFAIR LABOR PRACTICE
SEP 17 1965 PM
1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR AND PUBLIC CONTRACTS DIVISION

Form approved
Budget Bureau No. 44-R340.9

WAGE TRANSCRIPTION AND COMPUTATION SHEET

Establishment [illegible] Date 9-65

Address [illegible]

Employee Philip R. Olsen Occupation Crane Operator

Address 10434 NE Pinnacle St. - Portland, Ore

Year and Workweek Ending	Hours Worked							Total	Rate of Pay						Amount Due Employee
[illegible]															
7-8-65	( )	✓	7	✓	½	6½	9	40	2.80				112.00		
15	( )	✓	✓	9	8½	✓	✓	24	✓				67.20		
22	( )	✓	½	7	6	11½	✓	40	✓				112.00		
													31.85		
													112.00		
													3.15		

* Note: Rates written for various employees were paid in accordance with Davis-Bacon Act wage determinations effective for the various locations. (See E-1)

Amount due for weeks indicated above

Investigator [illegible]

Form WH-55 (Rev. 10/63)

E-3 ✓

Employee Phillip R. Owens Occupation Crane Operator

Address 1043 4 NE Wasco St. - Portland, Ore

Year and Workweek Ending	Hours Worked							Total	Rate of Pay						Amount Due Employer
Cancelled															
7-8-65	(							10	2.50				112.00		
15 "	(	✓	✓	9	8 1/4			17 1/4	✓				67.20		
22 "	(	✓	✓	8 1/2	7	6	11 1/2	45 1/2	✓				112.00		
													29.45		
													112.00		
													5.15		
* Note: Name withheld for privacy and because employee worked on Marquam Bridge which is subject to Davis-Bacon Act. Wage determination is for Clark County, Washington (Ex. E-1)															

Amount due for weeks indicated above

Investigator Ross

Form WH-55 (Rev. 10/63)

E-3 ✓

REGIONAL DIRECTOR
WAGE-HOUR DIVISION
NOV 5 1965 PM
7 8 9 10 11 12 1 2 3 4 5 6

SOI 161(a)

U. S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR

Budget Bureau No. 44-R1061.2
Approval Expires: June 30, 1961

Information Regarding Compliance With Federal Labor Standards

INSTRUCTIONS: In order to assist the United States Department of Labor in determining compliance with Federal Labor Standards applicable to the project upon which you were employed, you are requested to furnish the following information. Please answer as many of the following questions as completely as you can. YOUR IDENTITY WILL NOT BE DISCLOSED TO YOUR EMPLOYER. This inquiry does not imply that any law or labor standards provision has been violated. Please use pencil or typewriter. Do not use pen.

(1) Your Name--Please print or type
William N. Adams, JR.

(2) Date
9-17-65

(3) Your present address
5917 N.E. Prescott #B Portland, Ore

(4) Your regular mailing address if present address is temporary

(5) Give the name and address of the job or project, i.e. location of work.
Marquam Bridge - Portland, Ore

(6) Describe project work, e.g., construction of school or building of a bridge.
Construction of bridge

(7) Name and address of prime contractor or general contractor
Peter Kiewit Sons Co.

(8) Name and address of your employer (if he is a subcontractor)
Pat. Lee, Mac Co & Portland Crane & Contracting Co Portland Ore

(9) What Federal Government Agency is Involved? (for example: Army? Federal Housing Administration? Federal Aviation Agency?)

(10) If you know the contract or project number please write it here.

(11) Did you see the wage rates posted on the job? / /Yes /X/No Where?

(12) Please give your foreman's name.
[illegible] (last name unknown)

(13) What dates did you work on this job? From 8-9-65 to 8-21-65

(14) Are you still working on this job? / /Yes /X/No

(15) What job classifications did you work in?	State the tools you used.	What was your hourly rate?	What rate was posted?
Crane Operator	Portable Crane	$3.10	Unknown

(16) Did you keep any record of the hours you worked? /X/Yes / /No

(17) Did you ever work more than 8 hours a day? / /Frequently /X/Occasionally / /None

(18) What rate of pay did you receive for overtime?
Time and one-half of my hourly rate.

(19) Name of person who kept a record of your time or hours worked? (If you did so yourself, name of person to whom you turned it in?) Mary Marion, Portland, Ore

(20) What was your starting time each day? 8:00 A.M. What was your quitting time? 4:30 P.M.
How long for lunch? ½ Hour

(21) How were you paid? /X/Cash? / /Check? (22) Who paid you? (what company issued the checks or cash) Pat. Lee, Mac & Kiewit Co. Portland, Oregon

(23) Did you keep any check stubs or records of how much you were paid? /X/Yes / /No

(24) Were any deductions made from your pay (other than withholding taxes or Social Security)? / /Yes /X/No If answer is "Yes", please describe in question 35 what the deductions were for.

(25) Give names and addresses of other employees who did the same work you did. (give dates)

Name	Address	Dates they did same work you did
None		

compliance with Federal Labor Standards applicable to [illegible] employed, you are requested to furnish the following information. Please answer as many of the following questions as completely as you can. YOUR IDENTITY WILL NOT BE DISCLOSED TO YOUR EMPLOYER. This inquiry does not imply that any law or labor standards provision has been violated. Please use pencil or typewriter. Do not use pen.

(1) Your Name--Please print or type: William N. Adams, JR.

(2) Date: 9-17-65

(3) Your present address: 5917 N.E. Prescott #B Portland, Ore

(4) Your regular mailing address if present address is temporary:

(5) Give the name and address of the job or project, i.e. location of work.
Marquam Bridge - Portland, Ore

(6) Describe project work, e.g., construction of school or building of a bridge.
Construction of Bridge

(7) Name and address of prime contractor or general contractor
Peter Kiewit Sons Co.

(8) Name and address of your employer (if he is a subcontractor)
Pet. Kiewit Sons Co. & Portland Crane & Contracting Co. Portland Ore

(9) What Federal Government Agency is involved?
(for example: Army? Federal Housing Administration? Federal Aviation Agency?)

(10) If you know the contract or project number please write it here.

(11) Did you see the wage rates posted on the job? / /Yes X/No Where?

(12) Please give your foreman's name.
[illegible] (last name unknown)

(13) What dates did you work on this job? From 8-9-65 to 8-21-65

(14) Are you still working on this job? / /Yes X/No

(15) What job classifications did you work in?	State the tools you used.	What was your hourly rate?	What rate was posted?
Crane Operator	Portable Crane	$3.10	Unknown

(16) Did you keep any record of the hours you worked? X/Yes / /No
(17) Did you ever work more than 8 hours a day? / /Frequently X/Occasionally / /None
(18) What rate of pay did you receive for overtime?
Time and one-half of my hourly rate.
(19) Name of person who kept a record of your time or hours worked? (If you did it yourself, name of person to whom you turned it in?) Mary [illegible]
(20) What was your starting time each day? 8:00 A.M. What was your quitting time? 4:30 P.M. How long for lunch? ½ hour
(21) How were you paid? / /Cash? X/Check? (22) Who paid you? (what company issued the checks or cash) Pet. Kiewit Sons Co-Portland Crane
(23) Did you keep any check stubs or records of how much you were paid? X/Yes / /No
(24) Were any deductions made from your pay (other than withholding taxes or Social Security)? / /Yes X/No If answer is "Yes", please describe in question 35 what the deductions were for.
(25) Give names and addresses of other employees who did the same work you did. (give dates)

Name	Address	Dates they did same work you did
None		

Page 1

E-6

(26) Give names of other employees who may be able to give information about possible labor noncompliances.

Name	Address

(27) Were you employed, classified or paid as an apprentice? [ ] Yes [X] No

(28) Are you an apprentice [ ] Yes [X] No If answer is yes (a) are you registered in an apprentice program [ ] Yes [ ] No (b) place of Registration _____ (c) Program _____ (d) Registration No. _____ (e) In what grade are you in the program? (e.g. 3rd six months)

(29) Were you ever questioned about duties and pay by a Government representative? [ ] Yes [X] No (If you answered "yes" enter under (35) what was said to you by the Government Representative or Inspector, and what you told him.)

(30) Did anyone ever tell you not to report all of the facts if you were questioned by a Government Representative or Inspector? [ ] Yes [X] No (If you answered yes, please describe under (35) who told you what to say and what you were told to say.)

(31) If you were underpaid, did you ever complain to anyone about it: Never complained to anyone

(32) If you complained, to whom did you complain? —

(33) When did you complain?

(34) What was done about your complaint?

(35) If you have anything further to add, please feel free to use this space.

No

BE SURE TO READ THIS: The statements made on this form have been read by me and they are true to the best of my knowledge and belief. I UNDERSTAND THAT MY IDENTITY WILL NOT BE DISCLOSED TO MY EMPLOYER.

W. [illegible] L.
(Your Signature)

7-17-66

Portland Ore.
(Place where statement made)

DO NOT WRITE BELOW THIS LINE Witnessed - O'Rear, WH&C

RECEIVED
JUL 1966 PM
DISTRICT 1,2,3,4,5,6

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR AND PUBLIC CONTRACTS DIVISION

Form approved
Budget Bureau No. 44-R340.9

WAGE TRANSCRIPTION AND COMPUTATION SHEET

Establishment [illegible] Date 9-65

Address [illegible]

Employee [illegible] Occupation Crane Operator

Address 5917 N.E. [illegible] #B - Portland, Oregon

Year and Workweek Ending	Hours Worked							Total	Rate of Pay					Amount Due Employee
8-13-65	(	✓	Rest	✓	✓	✓	✓	40	3.10				124.00	
	)							17½	4.55				81.38	
8-20	(	✓	✓	✓	✓	✓	✓	40	3.10				124.00	
	)			7+	8+	7½	7¾	38¼	4.55				174.4	
8-27	(	✓	✓	✓	✓	✓	-	40	✓				124.00	
	)			7½	8+	¼		31¼					22.09	
9-3	(	✓	7¾					40	✓				124.00	
	)							7¾					13.95	
*	Ho to have within four (4) weeks													
	from date of this wage determination													
	an employee who is employed													
	on Mt. Hood Lodge subject to Davis-Bacon													
	Employee paid at 3.10 per hour for all hours													
	& Davis-Bacon rate determined as 4.55 per hour													

Amount due for weeks indicated above

Investigator [illegible]

Form WH-55 (Rev. 10/63)

E-5 V

RECEIVED
NOV 15 1965

November 12, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 14, covering constructing 10 type "G" inlets to replace 10 type "B" inlets throughout project on the West Marquam Interchange Section of the Pacific Highway in Multnomah County, Contract No. 6354 in connection with Federal-Aid Project No. I-5-6(50)301.

The change in type of inlet is necessary to provide more adequate drainage, better appearance and for mosquito control.

This work was tentatively recommended for approval by the BPR Area Engineer and the Field authorized to proceed Oct. 25, 1965. Your approval as of that date with BPR participation limited to two (2) inlets to be constructed in paved areas, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:ed

RECEIVED
NOV 3 - 1965
FOR FILING
I-5-(50) 301
6354

November 4, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

For informational purposes only this is to advise you that work was completed on October 25, 1965, on Contract No. 6354, Unit "D" of West Marquam Interchange Section, in Multnomah County, in connection with Federal-Aid Project No. I-5-6(50)301.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

KMR:bb

RECEIVED
NOV 30 1965
FOR FILING

I-5-6(50)-1
6354

STATE COPY

APPROVED
Contingent upon [illegible] of project [illegible] funds and [illegible]
OCT 25 1965
[illegible]
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name West Marquam Interchange **Date** October 27, 1965

Highway Pacific **Contract No.** 6354

County Multnomah **Prefix** 626-1008

Contractor Peter Kiewit Sons' Co. **F. A. Project No.** I-5-6(50)301

Address P.O. Box 1777, Vancouver, Wash. **Order No.** 14

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Construct 10 Type "G" inlets to replace 10 Type "B" inlets.
1. Maximum equipment rental rates allowable as per A.G.C. agreement.
2. Percentage allowed contractor is in accordance with executed contract for job.

Oregon Division Office Endorsement:

Location by station numbers:

Throughout Project.

Your approval as of that date with BPR participation limited to two (2) inlets to be constructed in paved areas, is requested.

H. A. Schell, Jr., Area Engr.

Estimate of quantities and cost:

Labor	$500.00
Material	400.00
Equipment	100.00
	$1,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

G inlets are required to drain the area and at the present time the State and Contractor are not able to arrive at an agreement as to price.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$5,176,347.08	
Present estimate of project cost, including $1,000.00 for work under this order	$4,916,210.22	
Expected under-run amount	$ 260,136.86	
Expected under-run per cent	5	

Submitted by: /s/ R. F. Lytle — Resident Engineer

Approval Recommended: /s/ A. A. Rear — Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ A. V. Benedict — Asst. Division Engineer

Approved /s/ L. H. Young — Asst. State Highway Engineer or Office Engineer.

State Printing

Young 11-30-65

RECEIVED
OCT 19 1965
FOR FILING

I-5-6(50)301
6354

October 18, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 12, covering the elimination of the sign structure at "C" 473+80 and the addition of two new signs on the West Marquam Interchange Section of the Pacific Highway in Multnomah County, Contract No. 6354, in connection with Federal-Aid Project No. I-5-6(50)301.

The elimination of the cantilever sign structure at "C" 473+80 is possible because there is another structure available on which to mount the signs. The two new signs are necessary for proper traffic guidance and control.

The work was tentatively recommended for approval by the BPR Area Engineer July 7, 1965, and a memo of the same date. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

NKG:ia

RECEIVED
OCT 14 1965

Form CD-21
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Edwards

I-5-6(50)301

6244

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 13, 1965

In reply refer to: 08-35.4-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(50)301
West Marquam Interchange
C. H. Savage vs. Peter Kiewit Sons' Co.

Your September 23rd letter signed by Mr. Tom Edwards asked us to again review the proposed settlement of the subject controversy. We can see no reason for altering the position we outlined in our September 16 memorandum to you. We still believe, as you do, that the State has a strong case and, in view of the special provisions, that the contractor has the responsibility for any damage that resulted from the cleaning and painting work. Should the State receive an adverse opinion from the Supreme Court, certainly Public Roads will review that opinion carefully and give every consideration to Federal participation if such action can be taken without conflict with Federal law or regulations. As we have indicated, however, the final decision on Federal participation will probably have to be made by our General Counsel.

A specification approval in the P. S. & E. stage does not abrogate Public Roads' requirement to follow Federal law and our PPM requirements. Public Roads will make every effort to be as fair as the Federal regulations will allow in the decision of any court case with respect to Federal-aid highway funds.

Because of the aforementioned circumstances we feel that we cannot concur in the settlement outlined in your September 23, 1965 memorandum.

Copies to Maitland
& Fahlen
10-14-65
(Pettinger has copy
of memo dated from
B.P.R.)

RECEIVED
OCT 1 4 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

I-5-6(50) West Marquam Interch. Unit, 1963
301 Pacific Hwy. in Portland
#6354 Six Interch. Ramps - folder # 1

RECEIVED
NOV 1 - 1965
FOR FILING

STATE COPY

APPROVED
Contingent upon ... National
project ... G 1-P
Date JUN 25 1965
... Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name West Marquam Interchange Date Sept. 30, 1965

Highway Pacific Contract No. 6354

County Multnomah Prefix 626-1008

Contractor Peter Kiewit Sons' Co. F. A. Project No. I-5-6(50)301

Address P. O. Box 1777, Vancouver, Washington Order No. 13

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Furnish, erect and paint sign support frames as detailed on new drawings Nos. 20955 through 20958.
Remove cantilever sign structure at 473+80 and haul to State storage area.

1. Max. equipment rental rates allowable as per AGC agreement.
2. Percentage allowed contractor is in accordance with executed contract for job.

Location by station numbers:

"C" 476+85; "B" 510+90, "F" 505+28.

Estimate of quantities and cost:

Labor	$ 1,900.00
Equipment	1,250.00
Materials	3,100.00
Total	$ 6,250.00 (Includes 15%)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This revision re requires the fabrication and mounting to the bridge structure of three sign frames. One frame will be used for mounting the sign formerly located on a cantilever sign str. at "C" 473+80 and the other two are for new signs. The signs and their illumination are covered in Price Agreement No. 12. (OVER)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$ 5,176,347.08	
Present estimate of project cost, including $ 6,250.00 for work under this order	$ 4,915,860.22	
Expected under-run ~~over-run~~ amount	$ 260,486.86	
Expected under-run ~~over-run~~ per cent	5.0%	

Submitted by: /s/ J. D. Howard, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear, Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ Edward L. Hardt, Division Engineer

Approved /s/ L. H. Young, ~~State Highway Engineer~~ Office Engineer.

State Printing

Young 10-29-65

The light weight of the frames (total = 5400 lbs.) for the amount of fabrication required plus galvanizing anchor bolts to be placed in concrete, etc. preclude payment on a unit price basis as provided in the contract.

Also, no method of payment exists for removal of cantilever structure, so this revision must be done on an extra work basis.

OREGON HIGHWAY DEPT.
RECEIVED
DEC 10 1965

RECEIVED
SEP 23 1965
FOR FILING
1-5-6 (50) 30

September 23, 1965

3461

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: Your File 08-35.4-DA
C. H. Savage
vs.
Peter Kiewit Sons' Company
Case No. 311-622
Our file L-4870-A

Dear Sir:

We acknowledge receipt of your memorandum dated September 16 which was in reply to our Mr. Rohde's communication under date of September 9 concerning the above-mentioned contract and litigation.

We filed our notice of appeal from the judgment entered in this cause on September 14, 1965. Subsequently, and on September 16, 1965, the attorney for the subcontractor C. H. Savage obtained a date for further hearing before Judge Langtry which was held on Wednesday, September 22 at 9:30 a.m. We have requested a copy of the Judge's remarks in this proceeding, but the court reporter has not as yet delivered them to us.

In effect, the attorney for the subcontractor represented to the Court that Peter Kiewit Sons' Company has not assured him that they would or would not appeal from Judge Langtry's decree and that his right to compensation for completion of the job in accordance with the decree was not, therefore, assured. He questions whether he can proceed to complete the contract without such assurance. He also complained of inadequate instructions with respect to the completion of the work. Judge Langtry indicated that in view of our notice of appeal he doubted that he had any jurisdiction to proceed. He suggested

to the attorney for the subcontractor that he petition the Supreme Court for abrogation of its rules in connection with the appeal of this case so that the same could be heard expeditiously and at an early date.

After the conference had been completed, the attorneys for the subcontractor and Peter Kiewit Sons' Company indicated that they would desire to have the matter settled if at all possible and suggested that they would be willing to accept the actual costs of completing the work within the enclosure provided as a protection against sandblasting damage or for the lump sum of $50,000, whichever was the lesser. Kiewit's attorney advised that his company would be willing to contribute one-half of this additional cost.

While it is the opinion of our legal counsel that we have a good basis for the appeal from the lower court's ruling and that the situation which arose did not constitute an alteration in the details of construction, nevertheless, we recognize the chances involved in our appeal to the Supreme Court. We, at least, will have the problem of upsetting the lower court's judgment and decree heretofore entered.

In the event we are unsuccessful in securing a reversal of the lower court's ruling, we would intend to ask for full participation by the Bureau in the additional cost of the project. You mentioned in your letter that even an adverse court decision against us would not necessarily establish the extent of the Federal-Aid participation. We wish to call to your attention that all of the special provisions which were incorporated into the contract for the performance of this work, together with the plans, were submitted to your office for approval prior to advertisement for bids and entry into contract. While we might not agree with the Court's decree and judgment, we believe that if the same is affirmed on appeal that it would constitute a binding determination that the performance of the work under the conditions required by the Court constituted an alteration in the details of construction, giving rise to the right of the contractor to claim additional compensation. In the event your department would deny us the right to full participation on such additional costs, we intend to take every action necessary to obtain such Federal-Aid participation, including court action if necessary.

We would be pleased if you would again review the proposed settlement of this controversy and advise us whether or not your department would approve the new proposed settlement based on full participation in Federal-Aid.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
G. E. Rohde
Ivan Merchant (enc.)

JRP:ap jwa

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention Mr. G. E. Rohde, Chief Counsel

DATE: September 16, 1965

In reply refer to: 08-35.4-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(50)301, West Marquam Interchange
C. H. Savage vs. Peter Kiewit Sons' Co., et al

We acknowledge receipt of your submission from Mr. Rohde dated September 9, 1965, on the subject case.

The State's good faith in prosecution of the litigation involved in the Savage vs. Peter Kiewit Sons' painting problem on the West Marquam structure is commendable. We feel, at this time, that the court's ruling - mainly that there is a controversy and the contracts are legally impossible of performance and the contractor must proceed with the work and adjust the cost at a later date between all parties concerned - does not provide suitable explanation as to why specifications for painting metal structures were not sufficient enough to forewarn the contractor or his subcontractor of the possible problem, and his complete responsibility for damage resulting from cleaning and painting work. We agree with your Mr. Patterson's comment that the State's position is sound and that the conditions that arose were - or should have been - contemplated by the contractor and did not constitute an alteration in the details of construction, and his suggestion to appeal to the Supreme Court appears to be well founded.

Settlement in any amount over that actually indicated in the bid price would appear to be contrary to Public Roads policy and regulations, in view of the submitted data and existing specifications. Participation in the amount suggested cannot be considered at this time.

We agree that the outcome of any litigation is extremely problematical, however please recall that Public Roads' only obligation to date is that indicated in the Project Agreement. Any possible participation by Public Roads must be grounded in the contract provisions and specifications, the technical opinion of your engineers, and the cost analysis of the variations which were not supposedly anticipated under the specifications. Even an adverse court decision against the State would not necessarily be conclusive as to the establishment of the extent of Federal-aid participation prior to review by this office and our General Counsel.

RECEIVED
SEP 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 20 1965
LEGAL & RIGHT OF WAY

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

XERO COPY XERO COPY XERO COPY XERO COPY

RECEIVED
SEP 23 1965
COMMISSIONERS
FOR FILING

FORM 6-135
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM
I-5-6(50)201
1 2 1

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan Street
Portland, Oregon 97213

September 22, 1965

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

PETER KIEWIT SONS' COMPANY
P. O. Box 1777
Vancouver, Washington

re: West Marquam Interchange
Contract: 6354

Gentlemen:

It is anticipated at this time that the S. W. Broadway-Ross Island Bridge Section of the Stadium Freeway will be ready to open to traffic October 19, 1965. The opening of this section of the Stadium Freeway will also require the opening of ramps "E" and "F" included in your contract. October 19 is our target date for opening and it appears that the painting of structural beams and other work is not progressing at a rate that will provide for the beams over ramps "E" and "F" to be completed by this date.

This is to advise you that we will open ramps "E" and "F" on the above date regardless of the condition of painting of structural beams and other work. We will not assume responsibility for any extra costs for completing work under traffic.

We will keep you advised of any changes in our proposed date of opening.

Very truly yours,

Original signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

AEJ:sh

cc Mr. Tom Edwards
Mr. Ivan D. Merchant
Mr. F. D. Morgan
Mr. J. Robert Patterson
Mr. John Howard
Mr. R. F. Lytle
Mr. J. X. Wilson

RECEIVED
OCT 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 20 1965

FORM E-183

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-5-6(50)301

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan Street
Portland, Oregon 97213

September 13, 1965

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

PETER KIEWIT SONS' COMPANY
P. O. Box 1777
Vancouver, Washington

ATTENTION: Mr. Edward C. Lynch

RE: West Marquam Interchange
Pacific Highway
Contract: 6354

Gentlemen:

In accordance with the contract for the subject project, ramps "E" and "F" were to have been completed by July 31, 1965 in order that it would coincide with the completion of the first unit of the Stadium Freeway. It is anticipated that the first unit of the Stadium Freeway will be available for opening on or about October 15. It is desired that painting and other work on these ramps be given first priority in order that these ramps may be opened to traffic on completion of the first unit of the Stadium Freeway as originally planned.

This letter is given to you acknowledging your request of July 23 for increase in time in which to complete unit "3" which includes ramps "E" and "F".

Very truly yours,

Original Signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

AEJ:sh

cc Mr. Tom Edwards
Mr. Ivan D. Merchant
Mr. G. E. Rohde
Mr. John Howard

RECEIVED
SEP 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

FORM [illegible] 80M 9-64

RECEIVED
SEP 10 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-6(5)321

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 9, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: C. H. Savage vs.
Peter Kiewit Sons' Co.,
et al.
Case No. 311-622
L-4870

Dear Mr. Parsons:

Enclosed is a letter to me from our Chief Trial Attorney, J. Robert Patterson, relative to a proposed compromise of the litigation which has grown out of an injunction suit by Alaska Steel Company against C. H. Savage, et al., sub-contractor on the west approaches to the Marquam Bridge project, which resulted in a decree by the court restraining him from further sand blasting.

As a result of the court's decree in that case, C. H. Savage commenced an action against Peter Kiewit Sons' Co., the prime contractor, and the State Highway Commission for a declaratory judgment as to the rights of the parties under the contract. The Findings of Fact, Conclusions of Law, and Decree of the court is attached also. The court, as you will note, specifically held that the contract is legally impossible of performance by reason of the injunction mentioned above, that the procedure for completing the sand blasting in an enclosed platform constitutes an alteration in details of construction, and that the sub-contractor shall continue the work on the basis of quantum meruit. This is another way of saying for its reasonable value.

The court ordered that records be kept of the costs and that he will determine later the costs to be shared by the parties. An appeal to the Supreme Court is the only door left to overrule this decree and there is a question in law as to whether the appeal must be taken now, or later, when the final decree is entered.

to Mr. Cooper
for Info

NOTED
FORREST COOPER

In any event; notwithstanding such grounds as may exist for appeal, the outcome of further litigation is extremely problematical. It is felt the State has in good faith prosecuted this litigation and that the sharing of any resulting judgment is a participating item on the project as is any settlement thereof by compromise. We would recommend the settlement proposed on the basis of participation by the Bureau of Public Roads.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg
Enclosures

CC - Mr. Forrest Cooper

FORM E-30X 20M 3-63 49608

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

September 9, 1965

To:

Mr. G. E. Rohde
Chief Counsel
Building

SUBJECT: C. H. Savage
vs.
Peter Kiewit Sons' Co., et al.
Case No. 311-622
L-4870

I am attaching hereto copies of the Findings of Fact, Conclusions of Law and Decree entered in the above entitled matter. The time for appeal will expire on Wednesday, September 15, 1965, which is thirty days from the entry of the decree. I previously discussed with you and Mr. Frank C. McKinney the question of whether or not the decree is a final order and appealable.

The attorney for Peter Kiewit & Sons, namely, Cleveland C. Cory, called me this morning and advised me that his client had discussed this matter with the sub-contractor, plaintiff in this action, and that, due to the fact that the work had now been going on for about two weeks, that they had obtained a firm offer from him to complete the job on a stipulated additional cost of $65,000.00. Kiewit & Sons allege that they have additional costs of approximately $10,000.00, making a total additional cost for completion of the job of $75,000.00. The additional cost of completion is unknown at the present time and it may be in excess of this figure, or less. It is probable, however, that the additional costs are approximately the sum of $75,000.00.

They have offered to compromise this litigation by payment by us of the sum of $45,000.00, with them to assume $30,000.00. However, I feel that the settlement can be consummated on a fifty-fifty basis; that is, payment by us of $37,500.00. It is my understanding that you wish to submit this matter to the Bureau of Public Roads for their consideration. I am attaching a copy of my letter to Mr. Edwards, under date of August 13, 1965, which explains in more detail the facts surrounding this controversy and action.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:rh
Encls.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

NOTED
J. ROBERT PATTERSON

P. W. LEWIS, dba P. W. LEWIS CO., Plaintiff, vs. [illegible] CO., a [illegible], and DAVID H. STEVENS, CLEO L. JOHNSON and KENNETH FRIDLEY, constituting the OREGON STATE HIGHWAY COMMISSION, Defendants.	No. 311-622 FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE

This cause came on regularly for trial before the undersigned, a Judge of the above entitled Court, on the 9th day of August, 1955. Plaintiff appeared personally and by Bruce M. Hall, of Hall Attorneys, Dalyhadi & Hall; defendant Peter Kiewit Sons' Co. appeared by Howard Lynch and William Rice, and by Cleveland Cory of Bodwell, Davies, Biggs, Strayer & Stoel, their attorneys; and defendants David H. Stevens, Cleo L. Johnson and Kenneth Fridley, constituting the Oregon State Highway Commission, appeared by Robert Patterson, Chief Trial Counsel for the Oregon State Highway Department. This suit, commenced under Chapter 28, Oregon Revised Statutes, relating to declaratory judgments, requested the Court to declare the rights, status, and other legal relations of the parties. The respective parties thereupon introduced testimony and evidence in support of their respective cases and contentions, and thereafter made argument to the Court. The Court having fully and carefully considered the evidence and the law bearing on the issues in this suit, and being fully advised in the premises, makes the following:

A true copy.
Bruce M. Hall

FINDINGS OF FACT

I.

That plaintiff is a painting contractor, and does business under the name and style of C. K. ADAMS CO., and has filed its articles to do business under such name and style as provided by law.

II.

That defendant PETER KIEWIT SONS' CO. is a Nebraska corporation authorized to do business in the State of Oregon.

III.

That DAVID D. SIMPSON, CLAIR L. SIMPSON and KENNETH FRIDLEY are the duly appointed and acting Commissioners constituting the SIMPSON STATE HIGHWAY COMMISSION.

IV.

That the above parties all have an interest in the subject matter of this suit, and that said parties are all that are necessary for the determination of this controversy.

V.

That on November 7, 1963, defendants DAVID D. SIMPSON, CLAIR L. SIMPSON and KENNETH FRIDLEY, constituting the SIMPSON STATE HIGHWAY COMMISSION, entered into a contract with defendant PETER KIEWIT SONS' CO. for the construction of the West Marquam Interchange of the Marquam Bridge in the City of Portland, County of Multnomah, and, inter alia, required sand blasting be employed in cleaning the portions thereof involved in the present controversy.

VI.

This contract provided that the contractor, at its option, could perform the painting, including the sandblast cleaning, work except for the final finish coat either: (1) in the steel fabrication shop after completion of fabrication, or (2) on the ground at the job site prior to erection of steel, or (3) with minor exceptions, after erection of the steel in the air.

BOOTHBY & [illegible]
Attorneys at Law
Executive Building
PORTLAND 4, OREGON

VII.

That, in offering these options, the OREGON STATE HIGHWAY [illegible] sought the cheapest [illegible] possible, and that it knew that cleaning in the air by sandblasting likely would be the cheapest method.

VIII.

That on December 10, 1964, PETER KIEWIT SONS' CO. in turn contracted with plaintiff to sandblast and paint the structural steel of the West Marquam Interchange portion of said Marquam Bridge, and incorporated therein verbatim major portions of its contract of November 7, 1963, aforesaid, including the stated options.

IX.

That the OREGON STATE HIGHWAY COMMISSION and PETER KIEWIT SONS' CO. contemplated and by action and words encouraged a speeded-up schedule.

X.

That open-air sandblasting was the customary, contemplated, and universally applied means of sandblasting on the bridges of this State at of the execution of the above contracts, and also the quickest and cheapest means of cleaning steel.

XI.

That C. M. SAVAGE commenced open-air sandblasting on or about October, 1964, and was proceeding until immediately prior to March 1, 1965, at which time the operation reached a point of close proximity above Alaska Steel Co.; that approximately March 1, 1965, Alaska Steel Co. made protest to the OREGON STATE HIGHWAY COMMISSION that sand was being carried in unacceptable quantities onto its property; and that said complaint was relayed by the OREGON STATE HIGHWAY COMMISSION through PETER KIEWIT SONS' CO. to C. M. SAVAGE. That immediately certain remedial and preventive actions were taken by C. M. SAVAGE. Nevertheless, on or about March 24, 1965, a suit was filed by Alaska Steel Co., complainants, in Multnomah County Circuit Court, No. 303-756, eventually naming all of the parties to

DONALD J. HULL
ATTORNEY AT LAW
PORTLAND 4, OREGON

the present suit as defendants; that C. H. SAVAGE CO., Alaska Steel Co. and other affected parties have had their cooperative efforts to [illegible] the effects of this sandblasting; that on June 3, 1965, an injunction was issued preliminarily enjoining further performance of the sandblasting requirement under the above contracts by this plaintiff. That said decree is attached hereto and by this reference incorporated herein as though fully set forth, as are amendments thereto dated July 15, 1965, and August 11, 1965.

XII.

That the findings stated in the aforesaid decree of June 3, 1965, are in no way to be affected by these findings and decree.

XIII.

The situation which developed was beyond the contemplation and experience of all the parties to this case.

XIV.

On August 3, 1965, a test was run on an enclosed sand-blasting method on the bridge. This enclosed sandblasting method was only partially tested on one span, was run less than one-third of the time contemplated when operational, apparently carries with it certain risks as to personnel, and in all respects is, as described by Mr. Hardt of the Commission, an 'experimental' method. The ALASKA STEEL INDUSTRIAL COMMISSION has, nevertheless, recommended to the Court that this method be used to complete the bridge, and has moved that the decree of injunction in the Alaska Steel Co. case be modified "subject to the certain precautionary measures to be taken as provided for by the Court and so as to prevent sand from sandblasting operations to fall upon adjacent property owners' premises," and has introduced testimony to the effect that this method will prove adequate and will provide safety as to third parties. Based upon these representations and testimony, this Court in the Alaska Steel case has modified this decree of injunction dated June 3, 1965, in accordance with the order of modification attached to these findings

of Law.

III.

That proceeding under the [illegible] process of cleaning, the [illegible] removing [illegible] and cleaning work are of uncertain [illegible] and cost, and may be influenced by third party protests, the risk [illegible] which is compounded as to plaintiff because of past and present difficulties in obtaining contractually required liability insurance coverage under the outlined circumstances.

IVI.

That adequate costs and accounts can be maintained as to the remaining work under this job.

DETERMINATION OF LAW

I.

This Court has jurisdiction of the parties to this suit and its subject matter.

II.

The parties to this suit all have an interest in its subject matter, and said parties are all that are necessary for the determination of this controversy.

III.

There exists a justiciable controversy amongst the parties, arising from the terms and conditions of the contracts of November 7, 1958, and December 10, 1959, hereinbefore more specifically described, and the performance thereunder, which said controversy has created doubt and uncertainty amongst the parties, and cause further exists for the exercise of this Court's powers in equity in determining the rights, duties and liabilities of the parties.

IV.

Because of a number of factors unforeseen by the parties, including problems which resulted in the decree of injunction dated June 3, 1960, in Martin Steel Co. v. C. H. Savage, et al, Multnomah County Circuit Court No. 300-736, these contracts are legally impossible of performance by C. H. SAVAGE as originally contemplated; further problems as the Oregon State Highway Commission has requested has constituted an alteration in the details of construction for which the Commission has refused to pay; the defendants are in any event estopped by the decree of injunction from contending otherwise for such is the law of this case; C. H. SAVAGE should proceed on a basis of maximum benefit, which the Court shall here specifically ensure upon completion of the work; and C. H. SAVAGE shall maintain and keep for the Court's inspection all costs incident to the work; and this Court should retain continuing jurisdiction over this suit until entry of final decree.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

[illegible],

Plaintiff,

vs.

[illegible],

Defendants.

No. 311-622

ORDER

Based upon the foregoing findings of fact and conclusions of law,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED that plaintiff C. H. SAVAGE is directed to proceed on a quantum meruit basis in accordance with instructions as shall be received by their subcontractors as in turn approved by this Court under the decree heretofore entered in Alaska Steel Co. v. C. H. Savage, et al, Multnomah County Circuit Court No. 106-756; and this Court expressly retains jurisdiction of this suit in the interest of the parties, and in order to render its final decree upon completion of the job of what shall constitute a reasonable compensation to plaintiff within the circumstances. The parties are directed to maintain and preserve for the inspection of this Court all costs incident to the work to be performed hereunder.

Dated this 11 day of August, 1965.

Virgil Langtry
Judge

Submitted by:

//

Of Attorneys for Plaintiff

Page Seven - Findings of Fact, Conclusions of Law and Decree

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AUG 26 1965
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I-5-6(50)301

August 25, 1965

Mr. Edward C. Lynch
District Manager
Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Dear Mr. Lynch:

Reference is made to certain litigation pending in the Circuit Court of the State of Oregon for the County of Multnomah, being C. H. Savage vs. Peter Kiewit Sons' Company, et al., Case No. 311-632, and Alaska Steel Company vs. C. H. Savage, et al., Case No. 308-756, and which concerns performance of cleaning steel under your Contract No. 6354 for the West Marquam Interchange Section, Pacific Highway, Multnomah County, Oregon.

We are now in receipt of the findings of fact, conclusions of law and decree entered in the Savage case. We also have a copy of the order in the Alaska Steel Company case modifying the decree of injunction permitting sandblasting on the West Marquam Interchange subject to certain protective measures as outlined in the order.

This is to advise you that we do not agree with the Court's conclusion that the completion of the work, as provided in the order modifying the injunction, was work that was not contemplated by our contract with you. We do not believe that the evidence introduced at the trial supports such a conclusion and we intend to appeal this matter to the Supreme Court of the State of Oregon. We are most definitely of the opinion that the order of the Court directing the subcontractor Savage to proceed on a quantum meruit basis was outside the jurisdiction of the Court. We intend to urge this matter in prosecuting our appeal.

While we are anxious to have the work completed in accordance with your contract, nonetheless, we cannot

agree that we will be responsible to your company for completion of the work by the subcontractor on a quantum meruit basis. We intend, however, in the event the subcontractor completes the work on this basis, to keep track of his costs but we will not participate in any supervision or directions looking toward completion of the work in accordance with the trial court's order inasmuch as we will be appealing the same. We again refer you to our letter of August 5, 1965, in which we set forth our interpretation of the contract. We again assert that the provisions of the Standard Specification and the Special Provisions in the contract, and the alternative methods provided in the contract for sandblasting cleaning, sufficiently called to the attention of your company that precautionary measures would be necessary in the conduct of sandblast operations, or in lieu thereof payment for damages caused any adjacent property owners by reason of said sandblasting.

There is some question in our mind as to the finality of the Court's order in the Savage Case No. 311-622 so as to make it presently appealable. It may be that we will have to await the Court's final determination. In any event, we wished to advise you that we would not acquiesce in the work being performed on a quantum meruit basis.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant (enc.)
J. Robert Patterson
A. E. Johnson

JRP:ap, jwa

FORM E-20 50M 7-64 SP°6229-784

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 19, 1965

To: Mr. Tom Edwards
Asst. Highway Engineer
Building

SUBJECT: Alaska Steel Co.
vs.
C. H. Savage, et al.
Case No. 308-765
Our file L-4793
and
C. H. Savage
vs.
Peter Kiewit Sons' Co.,
et al.
Case No. 311-622
Our file L-4870

Enclosed you will find a copy of the findings of fact, conclusions of law and decree in the above-mentioned Savage case. There is also enclosed a copy of the order in the Alaska Steel case in which the injunction has been modified in order to permit sandblasting on the West Marquam Interchange. The Court in effect in the Savage case has held that the completion of the steel cleaning by the method allowed by the Court was not within the contemplation of the subcontractor at the time he entered into his contract with Kiewit and that the injunction constituted a legal impossibility to performance and that he is, therefore, relieved. However, the Court has directed the subcontractor to continue performance on a quantum meruit basis, that is reasonable value for work performed. Our prime contractor Kiewit and the subcontractor Savage, and ourselves, are to cooperate in keeping track of the cost for doing the work on this basis and when the work is completed, further hearing will be held by the Court to determine how these costs should be proportioned. It is my opinion, however, that at this hearing all of the costs will be apportioned to us. There are two grounds upon which I believe the Court's ruling should be appealed: The first being that on the record the Court's finding that such an operation as is now required was not contemplated by the parties at the time the contract was entered into. And, secondly, that even if the facts shown constituted a legal impossibility, the Court was without jurisdiction to direct the subcontractor to complete the job and in effect make a contract for us to pay on quantum meruit. You no doubt have seen the letter dated August 13 by our Assistant Metropolital Engineer Ed Hart in which it appears the the remaining work is to be done as set forth in that letter. This immediately raises the question in my mind inasmuch as ordinarily a person may not appeal from a judgment while at the same time abiding by its provisions or acquiescing in it or accepting any of the benefits from it. It is possible that such a procedure would lead to a dismissal by

Merchant
Please Power
when complete
& govern yourself
accordingly

the Supreme Court of our proposed appeal. I believe, therefore, that direction should go forward to our representatives in the field that no effort should be made to direct in any way the activities of the sub-contractor of the completion of the work. At the same time I believe that we should direct a communication to Peter Kiewit Sons indicating that we will appeal the decision of the trial court and will not abide by the provisions of the trial court's decree unless the same is finally affirmed. I am attaching a proposed copy of such communication to Kiewit which you may wish to modify to some extent.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

cc Mr. Ivan D. Merchant
Mr. A. E. Johnson

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AUG 19 1965
FOR FILING
6354

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 13, 1965

To: Memorandum to the File

SUBJECT: Alaska Steel Co.
vs.
C. H. Savage, et al.
Case No. 308-756
Our file L-4793
and
C. H. Savage
vs.
Peter Kiewit Sons' Co.,
et al.
Case No. 311-622
Our file L-4870

The two above-entitled actions were consolidated for trial by the Honorable Virgil H. Langtry for trial beginning on Monday, August 9, 1965. At the time of the trial, in the declaratory judgment suit the Court overruled our demurrer and upon the filing of our answer testimony was elicited from numerous witnesses. Briefly, the effect of the testimony was that the contract and proposal for bids indicated that one method of cleaning the steel that would be permissible was that of cleaning by sandblasting after erection and that all the parties contemplated that the said operation could be carried on in the open. Our testimony was to the effect that alternative methods were provided for in the contract; that it was specifically called to the contractor's attention that the contractor would be responsible for any damages resulting to adjacent property owners. This provision was inserted specially in the part of the contract that had to do with the cleaning of the steel. Since an inspection of the site would have readily disclosed property of adjacent owners which would likely be damaged if precautionary measures were not taken, it was apparent that the damages which occurred, and resulted in the injunction and claims, were contemplated and apparent to anyone making even a cursory investigation of the site; and that, therefore, the situation that occurred was not alteration in the construction but one eminently inherent in the operation contemplated to be carried on by the contractor.

In the Alaska Steel Company case, our motion to set aside the findings and decree, based principally upon the theory that we had inadequate notice, was denied by the Court. Our demurrer on the grounds of sovereign immunity was also overruled. Defendant's attorney advised the Court that he was not prepared to go ahead with the trial of this case on damages at this time. We thereupon filed our answer to the complaint and a motion to modify the injunction so as to permit sandblasting operations under certain conditions and to prevent the falling of any appreciable amount of sand upon adjacent property owners. Moving pictures were introduced and the Court viewed the same concerning a proposed method of sandblasting within an enclosure.

Upon the conclusion of the case, the Court has now entered an order modifying the injunction so as to permit sandblasting operations

within an enclosure, or with other precautionary measures being taken so as to prevent the falling of sand upon adjacent property owners and causing of damage thereto.

In the declaratory judgment suit the Court found that there was existing a justifiable controversy between the parties to the construction, that is, Savage the subcontractor, Kiewit the prime contractor, and ourselves. The Court has directed that Savage proceed with the sandblasting operation, and in accordance with the injunction as modified. The Court specifically rejected the placing of a subcontractor or the prime contractor on force account. The Court did direct, however, that the subcontractor would proceed, keeping all costs or the doing of the work under the conditions as outlined by the modified order, and after the job was completed, the Court would enter a further hearing on a quantum meruit basis and would apportion the cost between the parties as the Court saw fit, taking into account the costs that the contractor would have experienced without the necessity of the new precautionary measures as outlined in the modified injunction order.

Prior to the ruling by the Court, a meeting was held on Wednesday, August 11, which was attended by Tom Edwards, Ivan Merchant, Al Rear and this writer, together with Ed Lynch of Peter Kiewit Sons', and C. H. Savage, the subcontractor. Lynch and Savage outlined a proposal which they would have been agreeable to under price agreement for the doing of the extra work as contemplated by the modified injunction order at a stipulated cost of $75,000.00. Mr. Edwards indicated that he would recommend that we agree to the payment of one-third of these costs. This was not acceptable to the contractor nor to the subcontractor and we thereupon returned to the Court on Thursday morning, at which time the procedure heretofore outlined was directed by the Court. After the Court hearing, the contractor indicated that he might have some difficulty in financing said continued operations inasmuch as we told him that no partial payments would be forthcoming except in accordance with the contract now in existence between us and Peter Kiewit Sons' Co. In other words, no partial payments would be made or advanced, based upon additional compensation contemplated by the Court's order. Mr. Lynch indicated he felt that his principal, that is Peter Kiewit Sons' Co., would not be liable regardless of the outcome of the case inasmuch as if the additional work was required by the contractor, then Savage would be responsible, and if not required by the contractor, then the Highway Department would be responsible. He did say, however, that they did not wish to take an absolute arbitrary stand in the matter and that his company would still be willing to go ahead on the price agreement as outlined on Wednesday, that is, $75,000.00 for the extra work, provided we would be agreeable to paying 50% of the cost thereof. I merely point

this out as I am somewhat in agreement with Mr. Lynch's argument that this is either the subcontractor's obligation or ours. I can see no way legally that we could get out of the obligation and still have Kiewit liable to Savage. I do believe that our position is sound, however, that the conditions that arose were, or should have been, contemplated by the contractor and did not constitute alteration in the details of the construction. In view of the Court's ruling, it will probably be necessary for us to appeal this to the Supreme Court in order for us to prevent payment in addition to our contract price. It is probable that this time we could prevent this by payment on a 50-50 basis with Kiewit. If you desire further negotiations along this line, please advise me.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

cc Mr. Tom Edwards
Mr. A. E. Johnson
Mr. Ivan D. Merchant
Mr. G. E. Rohde

RECEIVED
AUG 17 1965
OFFICE OF
STATE HIGHWAY ENGINEER

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

ALASKA STEEL CO., an Oregon corporation, Plaintiff, v. C. H. SAVAGE, dba C. H. SAVAGE COMPANY, PETER KIEWIT SONS' CO., a Nebraska corporation, and DAVID B. SIMPSON, GLENN L. JACKSON, and KENNETH FRIDLEY, constituting the Oregon State Highway Commission, Defendants.	No. 308-756 ORDER FURTHER MODIFYING DECREE OF INJUNCTION

This matter coming on regularly to be heard before the undersigned, a Judge of the above-entitled Court, on motion of defendants David B. Simpson, Glenn L. Jackson and Kenneth Fridley, constituting the Oregon State Highway Commission, for an order modifying the decree of injunction dated June 3, 1965, as modified July 15, 1965, to permit cleaning of the West Interchange of the Marquam Bridge to proceed by an enclosed sandblasting or other method which would prevent sand from sandblasting operations to fall upon adjacent property owners' premises; and the Court having heard the oral testimony and exhibits offered by said defendants to the effect that an enclosed sandblasting method, although experimental, would be practicable and would result in a minimum of sand from use of such method to fall upon the property of third parties;

IT IS HEREBY ORDERED that the decree of injunction of June 3, 1965, as modified on July 15, 1965, is hereby further modified to permit the defendants to proceed by the enclosed sandblasting method presented to the Court by defendants David B. Simpson, Glenn L. Jackson and Kenneth Fridley, constituting the Oregon State Highway Commission, and under the general direction of said defendants, provided, further, that if by reason of the use of such method on said West Marquam Interchange that appreciable amounts of sand do fall on adjacent property owners' premises, causing damages thereto, that the same shall

BONYHADI & HALL
ATTORNEYS AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON

be investigated by the attorney for the plaintiff herein, and said attorney may give directions to the defendants and/or either of them, that said sandblasting operations ceased, and in that event the Court having continued its jurisdiction of this said cause, will conduct further hearings as to how to proceed further upon the request of any of the parties hereto.

DATED at Portland, Oregon, this 16 day of August, 1965.

VIRGIL LANGTRY
JUDGE

Presented by:

J. M. Hall

BRUCE M. HALL
Of Attorneys for Defendant
C. H. Savage, dba C. H. Savage Company

BONYHADI & HALL
ATTORNEYS AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

ALASKA STEEL CO., an Oregon corporation, Plaintiff, vs. C. H. SAVAGE, dba C. H. SAVAGE COMPANY, PETER KIEWIT SONS' CO., a Nebraska corporation, and DAVID B. SIMPSON, GLEN L. JACKSON and KENNETH FRIDLEY, constituting the Oregon State Highway Commission, Defendants.	No. 308-756 FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF INJUNCTION

Plaintiff Alaska Steel, in its amended complaint, has alleged that defendant Savage has invaded plaintiff's premises with fine sand and paint and continues to do so, to plaintiff's substantial damage; that defendants Kiewit and State Highway Commission have contracted with defendant Savage to perform the services that result in the alleged trespass and damage. Plaintiff seeks an injunction and damages.

State Highway Commission filed a demurrer, Kiewit seems to have ignored the action, and plaintiff and defendant Savage have appeared and presented their respective positions on several occasions, and during the last two days have presented evidence on the issues and merits, and the Court has visited the affected area and made its own observations.

With reference to the demurrer as it affects any jurisdiction of the Court to issue an injunction, it is overruled. This ruling is thus limited, and leaves open the questions raised with reference to tort liability of the Highway Commission.

On the questions relating to injunction, the Court makes the following findings of fact:

1. That the sandblasting operations on the Marquam bridge, still far from complete under defendant Savage's contract, allow quantities, into thousands of pounds per normal working shift, of fine, extremely abrasive sand to drift from overhead onto plaintiff's premises, where it sifts into expensive machinery, much

of which has moving parts, many lubricated. That the combination of lubricant and sand, or sand alone, constitutes a grinding compound when the machinery is set in motion. If allowed to continue, the resultant damage will be difficult or impossible to determine - indeed, damage already suffered will be difficult or impossible to measure.

2. That paint particles drift onto plaintiff's premises, causing damage to the finishes of vehicles and other property. That in combination with the aforementioned sand, the paint makes the surface of a finished automobile similar to the surface of an off-color sandpaper. That it seems that damage thus caused can be assessed and corrected.

3. That the plaintiff and defendant Savage have cooperated in efforts to eliminate or adequately minimize damage and inconvenience caused by the invasion of plaintiff's premises, but such efforts, though reasonable and practicable and resourcefully carried through, have been unavailing.

4. That an action or actions at law for recovery on account of damage suffered is inadequate as to the invasion of sand from the sandblasting operation; that such appears to be adequate as to the invasion of paint.

5. That other methods have been found that are adequate to perform the function of sandblasting of the nature involved here.

Based upon the foregoing findings of fact, the Court makes the following conclusions of law:

1. That the plaintiff has no plain, speedy or adequate remedy at law with reference to the invasion of sand upon its premises.

2. That there is extensive damage therefrom, and it isirreparable, and at best, difficult or impossible to measure.

3. That such invasion of plaintiff's premises by sand constitutes in law a continuing trespass and a private nuisance which should be abated.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the defendants, and each of them, are permanently enjoined from allowing any sand from the sandblasting operations to fall upon plaintiff's premises; inasmuch as all reasonable and practical suggestions for continuation of sandblasting and control of residue have been tried and failed, this order constitutes an order to permanently terminate sandblasting operations on said Marquam bridge.

Dated this 3rd day of June, 1965.

STATE OF OREGON,
County of Multnomah } ss.

I, SI COHN, County Clerk and Ex Officio Clerk of the [illegible] Court of the State of Oregon for the County of Multnomah, a court of [illegible] record, do hereby certify that the foregoing copy of ORDER has been compared by me with the original and that it is a correct transcript therefrom and of the whole of such original as the same appears of record and on file in my custody.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court this [illegible] day of [illegible], 1965.

SI COHN, County Clerk

By [illegible] Deputy

VIRGIL LANGTRY, CIRCUIT JUDGE

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the defendants, and each of them, are permanently enjoined from allowing any sand from the sandblasting operations to fall upon plaintiff's premises; inasmuch as all reasonable and practical suggestions for continuation of sandblasting and control of residue have been tried and failed, this order constitutes an order to permanently terminate sandblasting operations on said Marquam bridge.

Dated this 3rd day of June, 1965.

STATE OF OREGON, } ss.
County of Multnomah }

I, SI COHN, County Clerk and Ex-Officio Clerk of the County Court of the State of Oregon for the County of Multnomah, a court of record, do hereby certify that the foregoing copy of ORDER has been compared by me with the original and that it is a correct transcript therefrom, and of the whole of such original as the same appears of record in my office and in my custody.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court this ____ day of _____, 19__.

SI COHN, County Clerk

By _____ Deputy

CIRCUIT JUDGE

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

ALASKA STEEL CO., an Oregon corporation,

Plaintiff,

vs.

C. H. SAVAGE, dba C. H. SAVAGE COMPANY, PETER KIEWIT SONS' CO., a Nebraska corporation, and DAVID B. SIMPSON, GLEN L. JACKSON and KENNETH FRIDLEY, constituting the Oregon State Highway Commission,

Defendants.

Case No. 308-736

ORDER MODIFYING DECREE OF INJUNCTION

Motion of the State of Oregon, by and through its State Highway Commission, having come on for hearing before the undersigned judge of the above entitled court to modify the decree of injunction heretofore entered; and

It appearing to the Court that the plaintiff's complaint in the above entitled cause has reference solely to the West Marquam Interchange rather than the entire Marquam Bridge; and

It appearing to the Court that the injunction issued herein permanently terminating sand blasting operations on the said Marquam Bridge is too broad and should be confined to the West Marquam Interchange as prayed for in the plaintiff's complaint, and the Court being fully advised,

IT IS HEREBY ORDERED that the decree of injunction heretofore entered in this cause be and the same is hereby modified in the following particulars:

The words "said Marquam Bridge" in line 6, page 3 of said decree of injunction, is stricken and there is substituted therefor the following phrase in place thereof: "West Marquam Interchange."

DATED at Portland, Oregon, this 15th day of July, 1965.

/s/ VIRGIL LANGTRY
Circuit Judge

RECEIPT OF A COPY OF THIS ORDER IS HEREBY ACKNOWLEDGED:

/s/ J. ROBERT PATTERSON
Of Attorneys for Plaintiff Alaska Steel Co., an Oregon Corporation

/s/ CLEVELAND C. COBY
Of Attorneys for Peter Kiewit Sons' Co., a Nebraska corporation, Defendant

/s/ BRUCE M. HALL
Of Attorneys for C. H. Savage, dba C. H. Savage Company, Defendants

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

ALASKA STEEL CO., an Oregon corporation,

Plaintiff,

v.

C. H. SAVAGE, dba C. H. SAVAGE COMPANY, PETER KIEWIT SONS' CO., a Nebraska corporation, and DAVID B. SIMPSON, GLENN L. JACKSON, and KENNETH FRIDLEY, constituting the Oregon State Highway Commission,

Defendants.

No. 303-756

ORDER FURTHER MODIFYING DECREE OF INJUNCTION

This matter coming on regularly to be heard before the undersigned, a Judge of the above-entitled Court, on motion of defendants David B. Simpson, Glenn L. Jackson and Kenneth Fridley, constituting the Oregon State Highway Commission, for an order modifying the decree of injunction dated June 3, 1965, as modified July 15, 1965, to permit cleaning of the West Interchange of the Marquam Bridge to proceed by an enclosed sandblasting or other method which would prevent sand from sandblasting operations to fall upon adjacent property owners' premises; and the Court having heard the oral testimony and exhibits offered by said defendants to the effect that an enclosed sandblasting method, although experimental, would be practicable and would result in a minimum of sand from use of such method to fall upon the property of third parties;

IT IS HEREBY ORDERED that the decree of injunction of June 3, 1965, as modified on July 15, 1965, is hereby further modified to permit the defendants to proceed by the enclosed sandblasting method presented to the Court by defendants David B. Simpson, Glenn L. Jackson and Kenneth Fridley, constituting the Oregon State Highway Commission, ~~and~~ under the general direction of said defendants, provided, further, that if by reason of the use of such method on said West Marquam Interchange that appreciable amounts of sand do fall on adjacent property owners' premises, causing damages thereto, that the same shall

be investigated by the attorney for the plaintiff herein, and said attorney may give directions to the defendants and/or either of them, that said sandblasting operations ceased, and in that event the Court having continued its jurisdiction of this said cause, will conduct further hearings as to how to proceed further upon the request of any of the parties hereto.

DATED at Portland, Oregon, this ___ day of August, 1965.

_____
JUDGE

Presented by:

_____
BRUCE M. HALL
Of Attorneys for Defendant
C. H. Savage, dba C. H. Savage Company

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FORM B 902 (Rev. 7-64) SSP 8230-754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
August 13, 1965

To: MEMO TO THE FILES

SUBJECT: Sandblasting
West Marquam Interchange
Contract: 6354

On the afternoon of August 12, a meeting was held at the job site of the West Marquam Interchange to determine what steps are necessary in order to proceed with sandblasting and painting.

Attending were the following:

Bill Hitt	Peter Kiewit Sons' Co.
Ben Thomas	Peter Kiewit Sons' Co.
Scott Rutherford	Peter Kiewit Sons' Co.
Chuck Savage	C. H. Savage Co.
Ed Hardt	Oregon State Highway Dept.

Two (2) main points were agreed upon:

(1) The remaining sandblasting would be done by enclosing the work in such a manner that no sand would escape. Records of labor, materials and equipment required for this work will be kept on a day by day basis and agreed to daily by the three (3) partys involved. John Howard's inspector on the job will make out a daily record and this will be counter-signed by the two (2) contractor's Representatives and copies furnished each.

(2) Mr. Savage's estimator will work with John Howard to determine the total number of square feet to be cleaned and painted in the entire project and the total left remaining to clean and paint. The purpose of this is to determine the value of the work yet to be done.

Inspection was made of the remaining work and the following general notes were observed relative to methods to be used for sandblasting.

"AD" Span

Wait until the deck is poured before cleaning, then consider enclosing the span or portions with canvas drops.

Spans D-1, A-14, A-13

Consider using canvas drops for side curtains to the deck underneath.

Span A-12

Questionable as to whether canvas drops or stripping scaffold will be required.

Spans A-11, A-10, A-9, A-8, A-7, A-6, A-5, A-4

Use stripping scaffold for these spans.

Span F-5

Stripping scaffold will have to be altered so that 13 ft. 6 in. clearance over freeway can be maintained.

Spans C-11, C-12

No clearance problem with stripping scaffold.

Span B-5

No clearance problem with stripping scaffold.

Span E-4

Consider canvas drops to the pavement below. Will have to provide for Water Avenue traffic.

Mr. Savage suggested that his normal sandblasting crew for work inside the stripping scaffold would be three (3) sandblasters; two (2) working, one (1) for relief and checking for sand leaks. It remains to be seen how long these men can work within the enclosure without relief. In addition to this, the normal man for pot tending will be necessary.

The design for the reconstruction of the stripping scaffold will be done by Peter Kiewit Sons' Co. people and the actual rebuilding work will be done on the job site. Presently, the scaffold is 12 ft. by 54 ft. and it will be rebuilt to accommodate a chamber 24 ft. wide by 4 ft. wider than the width between hand rails to allow for ladder access and it will have provision for a catwalk for inspection for leakage. It will be designed for two (2) tons of live load which includes deposited sand, men and equipment. Provision for a filtered exhaust fan will be

made for each end and hoppers and trunks will be provided in order to convey the sand to a truck for disposal. The truck bed will be covered to prevent sand from escaping while the truck is being loaded.

It was agreed by all that the work would begin at Span A-12. It is expected that the scaffold rebuilding will commence Monday, August 16, and that actual sandblasting work will begin later in the week.

A. E. Johnson
Metropolitan Engineer

ORIGINAL SIGNED BY EDWARD L. HARDT

By: Edward L. Hardt
Assistant Metropolitan Engineer

ELH:ds

cc: Mr. Ivan D. Merchant
Mr. Tom Edwards
Mr. Bob Patterson
Peter Kiewit Sons' Co.
C. H. Savage Co.
Mr. John Howard

NOTED
TOM EDWARDS

RECEIVED
AUG 16 1965
OFFICE OF
STATE HIGHWAY ENGINEER

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AUG 10 1965
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I-5-6 (50)301
ERNEST BONYHADI
BRUCE MacGREGOR HALL
6354

BONYHADI & HALL
ATTORNEYS AT LAW
EXECUTIVE BUILDING
PORTLAND, OREGON 97204

TELEPHONE 226-4727
AREA CODE 503

August 6, 1965

REFERRED TO
Admin
BY SECRETARY

Edwards
Cohde

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Peter Kiewit Sons' Co.
P. O. Box 1777
Vancouver, Washington

Re: West Marquam Interchange
OSHD Contract No. 6354
Portland Marquam ~~Job 3305~~

Gentlemen:

Kindly refer to our letter of August 4, 1965. We revoke the offer of settlement made therein. As attorney for Mr. Savage, I was reluctant to commit him as to any fixed bid because of the uncertainties and risk as to third parties well above and beyond what is fair and reasonable, even under this extraordinary enclosed sandblasting procedure, and so communicated my feelings to you. I was assured that the Bureau of Public Roads would give full consideration to this offer, and my client made it as "lean" as possible. Today, Mr. Patterson informed me that the Bureau of Public Roads would not even look at this matter until after the Court has decided this case.

Very truly yours,

BRUCE M. HALL

BMH:lh

RECEIVED
AUG 9 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Copy to Kahde
Edwards
8-10-65

RECEIVED
AUG 6 - 1965
FOR FILING
I-5-6(52)-31
6354

August 5, 1965

Mr. Edward C. Lynch
District Manager
Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Dear Mr. Lynch:

Receipt is acknowledged of your letter of June 30, 1965, concerning performance of cleaning steel under your Contract 6354 for the West Marquam Interchange Section, Pacific Highway, Multnomah County, Oregon.

As you know, in an action filed in the Circuit Court of the State of Oregon for Multnomah County, Alaska Steel Company obtained on June 2, 1965, an injunction against your subcontractor, C. H. Savage, against further sandblasting on this project. While this department had been made a party defendant in that cause by order of the Court, we were never notified of the hearing for temporary injunction held before the Honorable Virgil Langtry on June 1, 1965. We had previously appeared in said action by way of demurrer to the amended complaint. Subsequent to the entry of the injunction, we secured a modification of the same to make it only applicable to the West Marquam Interchange Section of the Marquam Bridge. We have also filed our motion to set aside the Decree of Injunction as to this department and the same is to be heard Monday, August 9, 1965, at the time set for trial of this cause.

Subsequent to the entry of the injunction, we immediately started an investigation into the feasibility of securing a modification of the injunction against sandblasting provided proper precautions were taken by you or your subcontractor. We believe that the contract can be performed by sandblasting provided certain preventative

measures are taken. We intend to ask the Court for modification of the injunction against sandblasting at the trial on Monday, subject to such precautionary measures being taken.

As you no doubt know, the provisions of the contract provided for alternative methods of sandblast cleaning, i.e., in the steel fabrication shop or on the job site after erection. Sections 1.7.8, 1.7.9, and 1.7.10 of the Standard Specifications for Highway Bridge Construction (issue of May 1, 1964) provide for protection of property and person, restoration of damaged property, and for responsibility for damages. We are of the opinion that the contractor was sufficiently advised prior to its bid that if the alternative of cleaning after erection was chosen, that certain precautionary measures would be necessary to protect adjacent property owners and the public from damage.

No action has been taken by you or your subcontractor looking toward securing a modification of the injunction order. We believe that under the contract you have some obligation in this regard.

This is to advise you that if we are successful Monday in securing a modification of the injunction, we will expect you to proceed in accordance therewith and pursuant to the contract.

In view of the foregoing, your request for written order, force account work, supplemental or additional specifications, plans and instructions, additional or extra compensation and time extension are denied.

Since neither you nor your subcontractor has seen fit to proceed in accordance with the alternative outlined in our letter of June 25, 1965, and have expressed dissatisfaction therewith, such alternative method of performing the work is hereby withdrawn. We will be happy to reconsider alternative methods of performing the work after the hearing before the Court set for Monday, August 9, 1965.

Very truly yours,

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
J. Robert Patterson

Forrest Cooper
State Highway Engineer

By

JRP: jwa

Tom Edwards
Assistant State Highway Engineer

PETER KIEWIT SONS' CO.
CONTRACTORS
ESTABLISHED 1884
HOME OFFICE-OMAHA, NEBRASKA
P. O. Box 1777
VANCOUVER, WASHINGTON

REFERRED TO
Edwards
BY OREGON STATE HIGHWAY ENGINEER

June 30, 1965

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

State Highway Department
State of Oregon
Salem, Oregon

Attentinn: Mr. Forrest Cooper,
State Highway Engineer

Gentlemen:

We have your letter dated June 25, 1965 concerning the matter of cleaning the steel under our Contract 6354 for the West Marquam Interchange project, Pacific Highway, in Multnomah County. In response to our previous request for instructions as to the procedure to be followed for cleaning the steel, in view of the fact that a permanent injunction has been issued against cleaning by the method which you specified in the referenced Contract, you state that you will "permit" us to proceed "using the best alternate means available" to us.

It is our position that the use of some other method of cleaning will constitute special or extra work, for which a written order should be issued by you under Article 1.4.3 - Special Work, or Article 1.4.6 - Extra Work, of the Standard Specifications for Highway Bridge Construction forming a part of our Contract. Also, since a standard specification does not exist in the Contract for the performance of cleaning by a method or procedure other than blast cleaning, you have the obligation to issue supplemental or additional specifications, plans and instructions as needed to cover the necessary alternative method of cleaning. We hereby request that you issue the written order and the supplemental or additional specifications, plans and instructions as contemplated by the Articles of the Standard Specifications above identified.

With regard to payment for such alternative method of cleaning as you order, we do not agree with your position that a credit will be due you upon the basis that an inferior product will be produced thereby. Our position is that we are entitled to additional compensation and time extension to cover the increase, to our subcontractor and ourselves, in costs and time for performance due to the special and extra work involved in performing the remaining cleaning work by a method other than blast cleaning. We hereby make demand for such additional compensation and time extension and give notice, in accordance with Article 1.5.13 - Disputed Claims, of the referenced Standard Specifications, of our intention to make claim for such extra compensation and time extension.

In that connection, we will afford you proper facilities for keeping strict account of our actual costs in the event that we are unable to stipulate with you as to the price for such work and in the further event that you fail or refuse to direct us to proceed upon a force account basis under and pursuant to Article 1.9.5 - Payment for Force Account Work, of the referenced Standard Specifications. We ask that you inform us as to the facilities you will need in order to keep such strict account.

We have been informed that the financial effect upon our subcontractor will be quite severe if you persist in your position that a credit is to be taken, i.e., a deduction is to be made, from the Contract price, rather than additional compensation paid for the change in cleaning method. Accordingly, we request that you reconsider your position as stated in your letter of June 25, 1965; that you recognize the validity of our position and that of our subcontractor as set forth herein; that you issue the written orders, specifications and instructions as hereinabove requested, and that we either stipulate as to the price for the alternate work or receive your orders to proceed upon a force account basis.

Yours very truly,

PETER KIEWIT SONS' CO.

Edward C. Lynch

Edward C. Lynch,
District Manager

ECL:eb

c.c. C. H. Savage Co. (2)

RECEIVED
JUL 6 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL - 2 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 9 - 1965
FOR FILING

I-5-6(50)301
6354

Salem, Oregon
August 4, 1965

Sandblasting problem
West Marquam Interchange

MEMO TO THE FILE

The meeting and tests were held on Tuesday morning, August 3, at 10 a.m., wherein the sand blasting operation was completely enclosed by a platform and canvas.

It was highly successful in that no appreciable amount of sand escaped from the housing. Considerable footage of movie film was taken, although under adverse conditions.

It is now proposed that the problem be discussed at the hearing set by Judge Langtree on August 9, with a request that the injunction against sand blasting be dissolved. The attorney for Alaska Steel did not seem to have any objections to the method proposed.

The prime contractor, through their representative, Ed Lynch, was informed of the proposed procedure and they were informed also that unless the Judge so ordered, extra compensation would not be negotiated.

Tom Edwards
Assistant State Highway Engineer

TE:jwa

cc Forrest Cooper
R. L. Porter
F. B. Klabee
Ivan Marchant

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AUG - 1965
FOR FILING
I 5-6(50)301
63541

Salem, Oregon
August 2, 1965

MEMO TO THE FILE

At the conference on the Marquam Bridge on July 29 re sandblasting, the vacuum blast machine was demonstrated and proved to be highly impractical.

Present were representatives of the State, the contractor, the subcontractor, the Bureau of Public Roads, and Alaska Steel. All sides were represented by attorneys.

It was agreed that a second test would be made by using the canvas tent coverage method on Tuesday morning, August 3, at 10 a.m. Patterson is to notify the Alaska Steel people.

Tom Edwards
Assistant State Highway Engineer

TE:jwa

cc Forrest Cooper
R. L. Porter
F. B. Klaboe
Ivan Merchant

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JUL 20 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 15, 1965

I-5-6(50)304
6254

To: MEMORANDUM TO THE FILES

SUBJECT: Alaska Steel Co.
vs.
C. H. Savage, et al.
Case No. 308-756
Our file L-4793
and
C. H. Savage
vs.
Peter Kiewit Sons' Co.,
et al.
Case No. 311-622
Our file L-4870

In the above-mentioned case of Savage v. Kiewit, a motion for preliminary injunction was heard by Judge Langtree this morning and was denied. The Court, however, set the matter for trial on August 9. He also set down for trial the other case of Alaska Steel Co. and thought that it would be better that both cases be tried on their merits at that time. He indicated that if Alaska Steel could not present all of their testimony of damages, that he would consider continuing this feature of the case until the work had been completed.

In the Alaska Steel Co. case we filed a motion to modify the injunction order previously issued. The Court signed the order to modify the injunction order so as to make it only applicable to the West Marquam Interchange unit. This left the remainder of the Marquam Bridge free from the injunction. Mr. Ivan Merchant directed the bridge engineer to write the American Bridge Company a letter on this date advising them of the modification of the injunction order and asking that they proceed with the cleaning and painting on the remainder of the bridge.

On this date I also accompanied Mr. Al Rear to Vancouver, Washington, where we talked to Mr. Rummels, who is the subcontractor on the Marquam Bridge for the cleaning and painting, and also doing the same work for the Astoria Bridge. He advised that it was not unusual in his business in sand blasting to find it necessary to take precautions from damage to property owners in the vicinity of the work being done. He cited two examples in San Francisco on the Presidio where it was necessary to use flame cleaners on certain portions of the work and also a protective covering to prevent the sand residue from falling on adjacent property. He advised that he felt that with the flame cleaner you might expect to get a job approximating 85% that of sand blasting. He recognized that with wire brush and power cleaning that a much inferior job would be done. With respect to costs, he felt that they would be about the same if flame cleaners or power tools were used. He pointed out, however, that if the same type of job were wanted with wire brush as you might expect with sand blasting, that the cost would be much higher. He

NOTED
TOM EDWARDS

Memorandum to the files
Alaska Steel v. Savage L-4793
and C. H. Savage v. Peter Kiewit L-4870
July 15, 1965

also indicated that where required, certain safety precautions should be taken prior to the sand blasting operation. He advised that it was necessary in one instance to seal up the building underneath the structure so as to prevent dust and sand from entering the same. He felt that with the use of the Kiewit moving trussel frame work, and by enclosing the same, that the sand blasting operation could be carried on on the West Marquam Interchange without damage to adjacent property owners. He felt that the extra cost would be minimal, not to exceed $5,000.00.

Peter Kiewit was represented by Cleveland Cory, of the Davies, Biggs, Strayer, Stoel and Boley firm. Mr. Cory and Bruce Hall, who represents Savage, indicated that they were anxious to get together with representatives of our department to discuss what action should be taken looking toward the completion of the Savage contract. Mr. Hall indicated that he had advised Savage not to come to Salem on July 14th to confer with Mr. Porter in view of the pending hearing that was held this morning. Mr. Hall represented that in addition Savage is conferring with our Commissioner Mr. Simpson, and that Mr. Simpson had also discussed this matter with another of the Commissioners.

As you know, I will be in Grants Pass trying the Wolf Creek Lumber Co. case all next week and will probably not be back in the office until July 26.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

cc Mr. Tom Edwards
Mr. Frank C. McKinney
Mr. Ivan D. Merchant
Mr. A. E. Johnson

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JUL 15 1965
OFF...
STATE ...

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AUG 13 1965
FOR FILING

6354

July 13, 1965

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

3f

7-13-65

Gentlemen:

The State Highway Commission at its meeting on July 13, 1965, considered your request for an extension of the specified completion date of April 30, 1965, for Unit D of the contract to March 1, 1966, to complete Contract No. 6354 for six structures on the West Marquam Interchange of the Pacific Highway in Multnomah County.

After considering the recommendation of the Engineer and other available information, the Commission granted you an extension for completing work on Unit D to November 30, 1965, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc A. E. Johnson
John Howard
L. H. Young
Ivan D. Merchant
C. H. Matson
Bureau of Public Roads

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AUG 13 1965
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

July 12, 1965

AGENDA
JUL 13 1965
2-4

Oregon State Highway Commission

Re: Institution of Legal Proceedings

Gentlemen:

Since my last report to the Commission an additional legal proceeding which involves the State Highway Commission has been filed. The full title of this case is set forth below.

C. H. Savage, dba C. H. Savage Co., vs. Peter Kiewit Sons' Co., a Nebraska corporation, and David B. Simpson, Glen L. Jackson, and Kenneth Fridley, constituting the Oregon State Highway Commission, L-4870: This action was filed in the Circuit Court of Oregon for Multnomah County. This proceeding is in the nature of a suit for declaratory judgment and, in essence, requests the court to interpret Contract No. 6354, between Peter Kiewit and Sons' Co. and the State Highway Commission, and the subcontract between the plaintiff C. H. Savage and Peter Kiewit Sons's Co. The above mentioned contract covers the construction of the West Marquam Interchange portion of the Marquam bridge. In addition to requesting an interpretation of the above mentioned contracts, the plaintiff also prays for a restraining order to be issued, enjoining either Peter Kiewit Sons' Co. or the State from any further legal or other action as to C. H. Savage Co. during the pendency of this suit. The hearing on the restraining order is presently set for July 15, 1965, at 9:00 A.M. before Judge Virgil Langtry.

The basis for the suit arose after the court had entered an injunction in the case of Alaska Steel Co. vs. C. H. Savage, Peter Kiewit Sons' Co. and the Oregon State Highway Commission, L-4793, which prohibits the above-named defendants from any sandblasting operations which would permit sand to fall upon the property owned by Alaska Steel Co. July 15 is also the date the court will hear the State's arguments to either set aside or modify the above mentioned injunction.

NOTED
FLOYD QUERY

This office will represent the State and the Commission in this proceeding.

Very truly yours,

G. E. ROHDE
Chief Counsel

FCMcK:ks;hg

CC - Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. B. Klaboe
Mr. Floyd Query
Mr. D. H. Moehring
Mr. C. H. Maison
Mr. Robert Y. Thornton

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JUL 15 1965
FOR FILING
I-5-6(50)301
6354

PETER KIEWIT SONS' CO.
CONTRACTORS

ESTABLISHED 1884
HOME OFFICE-OMAHA, NEBRASKA
P. O. Box 1777
VANCOUVER, WASHINGTON

Edwards
Merchant
Johnson

REFERRED TO
BY SECRETARY

July 12, 1965

Oregon State Highway Department
Salem, Oregon

Re: West Marquam Interchange
Contract No. 6354

Gentlemen:

We have your letter of June 24, 1965 regarding the rigid frame at Pier 5 on the Marquam Bridge. We agree to your decision to have the American Bridge Company repair a portion of the work falling within the limits of our contract provided the following conditions are accepted.

1. The State of Oregon will consider an extension of our contract time should the present completion date not be met.

2. The State of Oregon will consider a reasonable request for additional compensation for any increased costs incurred by the change and delay.

3. The State of Oregon and/or the American Bridge Company will assume liability for any damage done to our present work.

4. The work on the portal on our contract will be commenced first and be prosecuted with due haste.

5. The State of Oregon and/or the American Bridge Company will protect and save Peter Kiewit Sons' Co. harmless from any and all third party lawsuits.

We would appreciate your concurrence of the above five (5) conditions prior to commencement of the work.

Yours very truly,

PETER KIEWIT SONS' CO.

W. D. Hitt

William D. Hitt

RECEIVED
JUL 13 1965
OFFICE OF
STATE HIGHWAY ENGINEER

WDH:eb

NOTED
R. L. PORTER

RECEIVED
JUL 13 1965
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
NEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
I-5-6(52)301
6324

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 9, 1965

Mr. Bruce M. Hall
Attorney at Law
808 Executive building
Portland, Oregon

Re: Alaska Steel Co. vs.
C. H. Savage, et al
Our File L-4793

C. H. Savage vs. Peter
Kiewit Sons' Co., et al
Our File L-4870

Dear Mr. Hall:

This is to confirm our telephone conversation of today, that your motion for temporary restraining order in Savage vs. Kiewit has been rescheduled for hearing before Judge Langtry at 9:00 A.M., Thursday, July 15, 1965.

Our Motion to Vacate, etc., the Decree in the Alaska Steel Co. case has been scheduled for hearing at the same time. The state intends to request that its Motion be heard first, since the disposition thereof may have a significant effect on our position in the later case.

By copy of this letter I am notifying Mr. Galton, Alaska Steel's attorney of record, of the scheduled hearing in that case.

In accordance with your advice to me that you understand that Mr. Biggs, of the firm of Davies, Biggs, Strayer, Stoel, et al, will be representing Peter Kiewit Sons' Co. in one or both of the above cases, I am also notifying him of these settings.

Yours very truly,

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

NOTED
R. L. PORTER

AHJ:ks

cc: Mr. Zanley Galton
Mr. Hugh L. Biggs
Hon. Virgil Langtry
Mr. R. L. Porter
Mr. G. E. Rohde

RECEIVED
JUL 12 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 8 - 1965
FOR FILING

I-5-6(50)301
6354

July 8, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 2
July 13, 1965 meeting

Gentlemen:

Peter Kiewit Sons' Company, contractor on the West Marquam Interchange, Contract No. 6354, has requested that the specified completion date of April 30, 1965, for Unit D of the contract be advanced to March 1, 1966, a period of ten months without assessment of liquidated damages.

The contractor's request is predicated on the fact that his access to the work area of Unit D was denied him until June 1, 1965, because of work of other contractors in the area. The contractor's contention is correct.

Inasmuch as the contractor was prevented by conditions beyond his control from completing his work on Unit D within the specified time, I recommend that he be granted an extension to November 30, 1965. This should prevent the assessment of liquidated damages.

This is a Federal Aid project and we have the concurrence of the Bureau of Public Roads to this extension.

This matter will be on the agenda for your consideration at the July 13 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
Tom Edwards
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
A. E. Johnson

CAG:ja bg

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6354 Contractor Peter Kiewit Sons' Co.

Highway Pacific

Section West Marquam Interchange

Kind of Work Six Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED**. The reasons for such recommendation are as follows:

Access to site of construction of Span A-1 was denied to the contractor til about 1 month past the specified completion date for the work in the area. Contractor had no control over this access since it was governed by work of another contractor.

Recommended for Approval:

Edward J Hanlon
Assistant Division Engineer

Ivan D Merchant
Construction Engineer or Bridge Engineer

R H Baldock
State Highway Engineer

Contract No. 6354

Project designation I-5-6 (30) 30
State-Federal

Date awarded November 7, 1963

Work started November 12, 1963

Per cent completed 88%
Date

No. of Workdays Allowed 4-30-65 comp. date

No. of Workdays Used 100%

No. of Added Workdays Requested - -65 comp date

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date May 17, 19 65

Gentlemen:

We, the undersigned, respectfully request an increase in the ~~number of workdays~~ completion date from 4-30-65 days to 3-1-66 days, within which to complete our Contract No. Unit D 6354, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Denied access to span A-1 until an anticipated date of June 1, 1965

due to activity of Donald M. Drake Co. on contract # 6331.

Respectfully submitted,

PETER KIEWIT SONS' CO.
Contractor

By W. D. Hitt
W. D. Hitt

CONSENT OF SURETY

Date May 18, 19 65

We, THE ÆTNA CASUALTY AND SURETY COMPANY

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Kenneth C. Kraig
Attorney-in-fact

Paul K. Kraig
Resident

(SEAL)

FORM E-20 50M 8-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
July 1, '65

SUBJECT: West Marquam Interchange
Contract No. 6354

To:

Mr. Edward L. Hardt
Asst. Metro. Engr.
OFFICE

In reference to Mr. Tom Edward's letter on adjusting the cost of the painting due to a different method of cleaning we submit the following:

Total Structural Steel for job = 4,270.3 Tons

Structural Stl. to be cleaned = 1,820.7 Tons

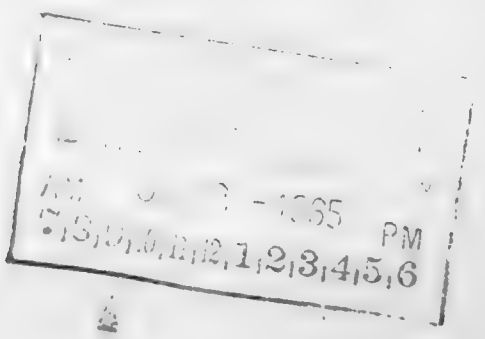
Percent to be cleaned = 42.64%

C. H. Savage subcontract = $233,000

42.64% of subcontract = $99,350

The weights given are based on figures supplied by Gunderson Brothers. If necessary this office can further verify these quantities by calculation.

J. D. Howard
Resident Bridge Engr.



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JUL 7 - 1965

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6 2411

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 25, 1965

To: MEMO TO FILES:

SUBJECT: Sandblasting
West Marquam Interchange
Contract No. 6354

A meeting was held in Tom Edwards' office at 2:00 P.M. on June 24, 1965 to discuss the next step in the substitute for sandblasting on the West Marquam Interchange. Those present were:

Tom Edwards,	Oregon State Highway Department
George Rohde,	Oregon State Highway Department
Alan Johansen,	Oregon State Highway Department
Ivan D. Merchant,	Oregon State Highway Department
Alfred A. Rear,	Oregon State Highway Department
Bill Hitt,	Peter Kiewit Sons' Co.
Ed Lynch,	Peter Kiewit Sons' Co.
Chas. Savage,	Subcontractor
Bruce Hall,	Attorney for Savage
Zanley Galton,	Attorney for Alaska Steel Company

Mr. Galton asked that the meeting be called and he, at the invitation of Alan Johansen, lead off the discussion. The substance of his statements were that he had what he wanted for his client in the injunction presently existing which prohibits The Oregon State Highway Department, Peter Kiewit Sons' Co., and The C. H. Savage Company from sandblasting on the Marquam Bridge. If we wished to discuss this as individuals he would be glad to do so but if we wanted to discuss the matter as Engineers and Attorneys then he would meet us in court.

Mr. Edwards told Mr. Galton that the State Highway Department was only interested in being relieved from the injunction. The State has no intention of violating the intent of the injunction and will in no way circumvent the intention of the injunction.

After a short discussion, Mr. Galton said he would like to discuss it further with his client and asked that he be excused. He then left the meeting.

Mr. Hall asked that we discuss alternate methods of cleaning. Mr. Edwards stated he had discussed alternate methods of cleaning with Bureau of Public Roads and with other members of Oregon State Highway Department and from the discussion concluded that we are not able to continue

NOTED
JCM EDWARDS

with sandblasting and alternate methods must be used. It has been decided by demonstration and discussion that the alternate method will be power wire brush supplemented by hand cleaning in areas where power brushes are ineffective. This will result in an inferior product and a rebate will be made to the State.

Mr. Lynch asked if this meant that the State would not entertain an adjustment in price for the increase in the cost of the substitute method. Mr. Edwards told him that this is true, but he recognized that it is possible that changed conditions could exist and if relief is given, it will be given by the courts.

The situation was restated in this manner. There are two decisions to be made:

1. Determine the value of the paint job.
2. Determine and justify an increase in cost of the work.

The record must show first that there was a credit to the State for a reduction in the quality of the work produced and second that an allowance--- if justified--- is made for increase in the cost to the contractor.

Mr. Lynch was asked what Peter Kiewit Sons' Co. intended to do about this problem. Mr. Lynch had no ready answer to this question, but felt that the Peter Kiewit Sons' Co. attitude was first complete the project and second attempt to get paid for the work performed. In this case the attitude of the subcontractor will influence Peter Kiewit Sons'Company's position and at this time it is somewhat indefinite.

A letter is forthcoming from Mr. Edwards stating the State's position and what will be expected of contractor. On this basis, Peter Kiewit Sons' Co. and C. H. Savage can discuss and plan the next move.

A. A. Rear
Assistant Bridge Engineer

AAR:mm

cc: Mr. Tom Edwards
Mr. George Rohde
Metropolitan Division
Mr. A.A. Rear

RECEIVED
JUN 29 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 26 1950
FOR FILING
I-5-6(50)30
6254

[illegible]
[illegible]

[illegible]

Mr. Ivan Merchant
Bridge Engineer

[illegible]

Please [illegible] letter to the Bureau, with [illegible] in Portland. [illegible] you, that your [illegible] design of the [illegible]

[illegible] the [illegible] plans [illegible] ties in order that [illegible] and the signs properly placed for [illegible] letter with [illegible] is appreciated and [illegible]

Attachment

[illegible]
Assistant State Highway Engineer

Enjva

cc [illegible]
[illegible]
[illegible]

I-5-6(50)301

6354

for Map
See # 6331

June 23, 1950

Mr. A. T. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Based on approximate [illegible] an adequate [illegible] storage system in [illegible], it appears [illegible] is desirable to [illegible] available, on the Deschutes and existing [illegible] [illegible] diversions [illegible] locations which [illegible] could be [illegible] on roadway [illegible] [illegible] possibly.

We will [illegible] Island section [illegible] [illegible] the most [illegible] [illegible] [illegible] to propose [illegible] [illegible] structures [illegible] [illegible] that with [illegible] [illegible] [illegible] high [illegible]. In all [illegible] [illegible] [illegible] [illegible] minimum [illegible] [illegible] [illegible] will [illegible] project [illegible] [illegible] [illegible] [illegible]

With respect to the final structure, we would like to have you advise the progress to assemble these design stresses and the cost in order [illegible] contracts at Lucedale where their Permits would be appropriate. We further suggest this preliminary participation be granted in the event that it is agreeable to Lucedale the engineering fronts on the working structures.

As soon time as the information is available, a detailed listing of material and erro and credits will be transmitted to you for your consideration.

Very truly yours,

[illegible]
[illegible] Engineer

By

[illegible]
[illegible] Heavy Engineer

Attachment

bc Forrest Cooper
R. L. Porter
F. B. Crandall
Ivan Merchant
A. L. Johnson

LLG:ca jwa

RECEIVED
JUN 28 1965

I-5-6(50)301
[illegible]

June 25, 1965

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Gentlemen:

On the West Marquam Interchange project, Pacific Highway, in Multnomah County, Contract No. 6354, the specifications for this project carry provisions that "...cleaning shall be accomplished by blast cleaning..." and the further provision that the work may be accomplished "...in the steel fabrication shop..." on the ground at the job site or "...after the erection of the steel..."

Under these specifications, the selection of blast cleaning the steel (as a prerequisite to painting) in the air after erection was chosen by the contractor. Work proceeded. As a result of this procedure, a condition was created resulting in the Alaska Steel Company seeking relief through legal processes. A permanent injunction was granted by the appropriate court against further blast cleaning on this contract. You have asked this Department for instructions as to further procedure.

It is the position of this Department that legal processes of having the enjoindor removed would not be fruitful. We will therefore permit the contractor, Peter Kiewit Sons' Company, or their legal subcontractor, to proceed with the painting using the best alternate means of cleaning available to the contractor. We are fully aware that any alternate means of cleaning selected will not produce a product comparable to the cleaning secured by blast methods. We therefore must advise you that since an inferior product will be produced, an appropriate reduction will be made in payment for the structural steel. We propose to make this reduction based on the following precepts:

1. The ratio of the tonnage of painted steel and unpainted steel at the time the injunction was issued will be determined.

2. The subcontractor's price for painting the entire steel tonnage will be used as a base amount.

3. The base amount will be divided on the ratio of painted and unpainted steel at the time the injunction was issued.

4. The life of a paint job between original application and the time that repainting under normal maintenance procedures is necessary will be determined for (a) steel cleaned by blast methods prior to painting and (b) steel painted after cleaning by alternate means. Further study will be given this item, but currently, we rate these as (a) ten years and (b) six years.

5. The ratio of the subcontractor's price as applying to unpainted steel will be reduced in the ratio of the expected life determined under Item 4 above. Currently, we estimate this to be a 40 percent reduction.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:jwa

bc Forrest Cooper
R. L. Porter
G. B. Rohde
Ivan Merchant

RECEIVED
JUN 30 1965
FOR FILING
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1965

To: MEMO TO FILE:

SUBJECT: Alaska Steel Co. vs. C. H. Savage, et al
Our File L-4793
West Marquam Interchange
Contract No. 6354

In connection with the forthcoming meeting with Alaska Steel Co., and possibly the contractors involved, the following is a rough outline of my personal thoughts on what might be an appropriate agreement with respect to the pending litigation, satisfactory to all interested parties. As this is written, I have not had an opportunity to go over these ideas with any other departmental personnel.

1. In order to allay the apparent fears of Alaska Steel, the State might agree in a letter from a responsible officer of the Department (possibly Mr. Cooper, Mr. Edwards or Mr. Rohde), perhaps with the express authorization of the Commission, that to the extent that Kiewit and/or Savage remain under an injunction against sandblasting on the construction of the West Marquam Interchange, the State will not attempt to have the same thing done by State forces, other contractors, or other means.

2. The State would also agree, by the same means, that as to future maintenance painting on the west Marquam Interchange, by contract or State forces, the State will require cleaning of the steel either by (1) means other than sandblasting, or (2) sandblasting with a vacuum attachment, complete cover, or other means which would insure that no substantial quantity of sand would be allowed to disperse in the air or to fall upon Alaska's property. It is suggested that this second agreement by the State, as to future maintenance, might well be held in reserve and offered to Alaska only if necessary to reach a satisfactory agreement.

3. Alaska would agree that the court's decree should be vacated as to the Highway Commission, the Commission's demurrer is well-taken and should be sustained, and that the suit should be dismissed as to the Commission.

4. The injunction, as against Kiewit and Savage, should be modified so as to enjoin further sandblasting in connection with the construction of the west Marquam Interchange, or designated portions thereof. If it can be agreed that the injunction should relate only to parts of the west Marquam Interchange, it might be well to submit to the court a map or drawing, clearly showing those portions, and which could be made a part of the modified decree.

It should be made clear that the State cannot enter into a formal stipulation, in court, as to items (1), (2) and (4), since these actually relate to the merits of the case and the State and the Commission are not proper parties to the suit. We can so agree in writing, however, and for bargaining purposes we could point out to Alaska that future violation of such written agreements would give them persuasive evidence of bad faith on the part of the State.

It should be mutually agreed that if the court refuses to act as requested, the agreement would be off, and all parties would be free to seek such relief as might be obtained from the courts.

I would suggest that an appropriate means of proceeding in court might be as follows: The parties, namely the State, Alaska, and, if possible Savage and Kiewit, should stipulate that the decree should be set aside as to State, the demurrer sustained, and the suit dismissed as to the State Highway Commission and its members.

Alaska should advise the court that it recognizes that the decree as drawn goes further than necessary to protect it, and even though the State be dismissed from the suit, the existing decree is prejudicial to the State, as to construction and future maintenance in other areas, as well as to other contractors now working in other areas. The present decree casts a cloud on existing contracts with other parties, and tends to intimidate prospective bidders on future maintenance contracts. Therefore, Alaska moves, with the consent of Savage (and Kiewit) that the injunction be modified to relate only to sandblasting in connection with further construction on the designated portions of the West Marquam Interchange.

If necessary, I suppose that Alaska could also advise the court that the State has given Alaska satisfactory assurances that it will not seek to avoid, by subterfuge,

the effect of such a modified decree against Savage and Kiewit.

I would suggest that departmental personnel get together prior to the meeting with Alaska to discuss these and other ideas as to what might or might not properly be agreed.

ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

RECEIVED
JUN 24 1965

FORM E-80X—60M—1-65 SP*6418-734

FOR FILING
I-5-6(50)301

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1965

To: **MEMO TO FILES:**

SUBJECT: **Test Panels as a Substitute for Sandblasting**
West Marquam Interchange
Bridge No. 8591
Contract No. 6354

The memo to the files covering a meeting in the Highway Department Building on June 10 covers alternate methods of cleaning as proposed by Mr. Savage, subcontractor for Peter Kiewit Sons' Co., on the West Marquam Interchange.

Monday afternoon, June 21, at 2:00 p.m., alternate methods of cleaning were performed on a span of the West Marquam Interchange adjacent to Pier No. 5.

Present at the job site during the performance of these tests were representatives of Peter Kiewit Sons' Company:

Ed Lynch
Bill Hitt
Ron Johanson and their job superintendent.

Mr. C. H. Savage and his office engineer representing the C. H. Savage Company as subcontractors on the cleaning and painting.

State personnel present were:

Oscar White and Albert Ebsen from the Materials Department.
Ed Hardt and John Howard from the Metropolitan Division, and
Al Rear and the writer from the Bridge Division.

Other personnel present were Mr. Zanley Galton, Attorney for Alaska Steel; a representative of the Miller Paint Company who are furnishing the paint to Mr. Savage, and miscellaneous other personnel connected with the project.

In the memo of June 10 Mr. Savage presented three alternate methods of cleaning.

1. Flame cleaning
2. Water jet blasting
3. Power brush cleaning

NOTED
TOM EDWARDS

During the performance of the test, Mr. Savage first had his workmen sandblast as required under the contract, one panel of web between vertical stiffeners. This was done to provide a basis of comparison for the tests to follow. The second panel was cleaned by hand scraping and hand wire brushing. The third panel was cleaned by power wire brushing only. A high-pressure water jet was used on one of the vertical legs of the rigid frame structure at Pier 5. It can be said that the water jet is of no value whatever in cleaning steel. The power wire brushed panel was more nearly equivalent to the sandblasted panel than the hand scraped and hand brushed panel. It must be pointed out at this time that this structure contains long spans of steel and with the bottom lateral system and their connections to the girder webs presenting a very difficult cleaning problem for any method other than sandblasting. In addition, the connecting bolts are very difficult to clean by power wire brushing, and it is believed that many of the connections and the heads and nuts of all bolts would have to be hand cleaned. Everyone are in agreement that there is no substitute for sandblast in the proper preparation for structural steel for painting.

The memo of June 10 and as mentioned above indicates that Mr. Savage would use the flame cleaning method as a test method. No flame cleaning was performed during the tests on this date.

State personnel in attendance at this series of tests are in agreement that there would be from one-third to 40 per cent decrease in service life of the finished paint system when cleaned by power wire brushing as compared to sandblast cleaning. Hand scraping and hand brushing in its entirety would probably decrease the service life of the paint coatings an additional 10 per cent. The percentage of from one-third to 40% decrease in paint life is an estimate only, and it would be very hard to substantiate without a further series of tests on paint panels placed on similar steel and with like conditions of bolting and restricted working space in some of the connections.

No attempt has been made at this time to determine the percentage or tonnage of steel remaining to be sandblasted. At this time the "A" line complete and those girder spans over the freeway remain to be blasted.

It is my personal opinion that the contractor can devise methods to contain his sand rebound and dust to eliminate practically all of the objections from adjacent property owners. This was mentioned to the prime contractor, Peter Kiewit Sons' Co. However, they gave me no assurance that they would make any effort to force their subcontracterto take any additional precautions in sandblasting. I again restated the State's position to the representative of Peter Kiewit Sons' Co. that this problem was the contractor's problem, and that we still desired a sandblast job as per the specifications if it can be carried out by some method which would permit the Court to modify the present injunction.

IDM:mm

cc: Mr. Tom Edwards
Mr. G. E. Rohde
Attention Mr. Al Johansen
Mr. A. E. Johnson
Mr. John Howard
Mr. Oscar White

Ivan D. Merchant
Bridge Engineer

RECEIVED
JUN 24 1965

FORM L-30 SOM 7-64 SP*6229-734

FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22, 1965

To: Mr. Tom Edwards
Asst. State Highway Engineer

SUBJECT: Alaska Steel Co. v. C. H. Savage, et al
Our File L-4793
West Marquam Interchange
Contract No. 6354

L Building

This is to confirm the verbally discussed arrangements for a meeting, here at the Highway Department offices, at 1:15 p.m. on Thursday, June 24, 1965, with representatives of Alaska Steel Company, C. H. Savage and, presumably, Peter Kiewit Sons' Co. I have not personally discussed this matter with any representative of Kiewits.

This meeting was arranged at the suggestion of Mr. Zanley Galton, attorney for Alaska Steel. The primary purpose appears to be to find out whether any areas of mutual agreement exist or can be arrived at, prior to the hearing before the court on our Motion to Set Aside or Modify the Permanent Injunction previously entered.

As I understand it, the Department has two principal objectives with respect to the pending law suit. First, to attempt to have the Commission eliminated as a party to the judicial proceedings, and second, to have the injunctive relief against sandblasting limited, preferably to designated portions of the West Marquam Interchange, or in any event to the West Marquam Interchange as distinguished from the Marquam Bridge.

It has also recently been suggested within the department that despite the court's finding to the contrary, it might be possible to continue sandblasting on the West Marquam Interchange without causing any inconvenience or injury to Alaska Steel Company, by employing precautions which have not heretofore been tried. A recent conversation with Savage's attorney tended to confirm Mr. Merchant's suspicion that Savage would not, at this point, be receptive to the idea of attempting to modify the decree so as to allow sandblasting by employing any new precautionary methods.

NOTED
TOM EDWARDS

It might be theoretically possible for the State to attempt to convince the judge, by evidence introduced in court, that sandblasting could safely be done by employing additional precautions. It should be recognized, however, that by so doing we would be acting inconsistently with our attempts to be dismissed from the lawsuit.

Essentially, our legal grounds for seeking to be dismissed from the lawsuit are that this is not a case in which the Commission can be properly sued for injunctive relief. If that contention is correct, we have no business offering evidence as to the merits of the sandblasting or no sandblasting controversy.

Therefore, if we are going to continue our efforts to be dismissed from the lawsuit entirely, it should be recognized that sandblasting, at least on the West Marquam Interchange, is going to be prohibited. Savage gave up fighting that question, and in fact apparently now affirmatively wants to go ahead and do the cleaning by some alternate method. Kiewit has not and presumably will not, take any affirmative action to attempt to modify the decree to allow another attempt at sandblasting. Mr. Edwards indicated, in a conversation which took place during the dictation of this memorandum, that his principal objective in this meeting is to make peace with Schnitzer to the extent of allowing sandblasting to proceed on the remaining portions of the Marquam Bridge. He indicated that this should be done in the absence of Savage or Kiewit.

Since Kiewit and/or Savage are not interested in the question of what happens on the rest of the Marquam Bridge, there is no reason why this aspect of the controversy cannot be worked out directly with Alaska Steel. However, as I mentioned to Mr. Edwards, insofar as attempting to reach any agreement as to what the court should be asked to do about the injunction, the court is more likely to go along with something agreed to by all parties rather than only part. For this reason, I would suggest that after meeting with Alaska Steel's representatives alone, particularly if any agreement regarding the litigation is reached, it would then be appropriate to bring Kiewit and/or Savage into the discussion to find out whether they will also agree to some part of the proposal relating to the litigation. Savage's attorney indicated that he agrees with our position that any discussion with Alaska Steel representatives present

should not include any particular discussion of who is going to be paying money to whom as between the State, Kiewit and Savage. Their reasons are different from ours, but at least they agree that this aspect of the total controversy is of no legitimate concern to Alaska Steel.

Alaska Steel's representatives have already been invited to attend a meeting here at 1:15 p.m. on Thursday. As a matter of common courtesy, it appears that we should either advise Savage that there is no need for them to show up, or to ask that they appear at about 2:00 p.m., to give us time to meet privately with Alaska Steel's people first.

In view of all of the foregoing, I would appreciate any suggestions as to whether there is any need for Savage and Kiewit to be present on Thursday, so that if not, an unnecessary trip on their part can be avoided.

Alan H. Johansen

ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

cc: Frank C. McKinney
G. E. Rohde
Ivan D. Merchant

RECEIVED
JUN 16 1965
FOR FILING

6354

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 14, 1965

SUBJECT: West Marquam Interchange
Bridge No. 8590
Contract No. 6354

To: Mr. Ivan D. Merchant
Bridge Engineer
OFFICE

Mr. Oscar White
Materials Engineer
Shops

Mr. A. E. Johnson, Mat. Engineer
Oregon State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

Peter Kiewit Sons' Company has informed this office that test panels for methods of cleaning other than sandblast will be prepared and ready for inspection by 2:00 o'clock Monday, June 29. These test panels are being prepared in accordance with the agreement reached at the meeting held in Tom Edwards's office on June 9 as covered by my memo dated June 10.

A. A. Rear
Assistant Bridge Engineer

AAR:mm

cc: Mr. Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
JUN 15 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 15 1965
FOR FILING
1-5-6(SP)311
6354

A

June 14, 1965

Mr. Bruce E. Hall
Bonyhadi and Hall
Attorneys at Law
Executive Building
Portland, Oregon 97204

Re: West Marquam Interchange
Contract No. 6354

Dear Sir:

Receipt is acknowledged of your letter of June 10.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc/enc. Forrest Cooper
R. L. Porter
G. E. Rohde
Ivan Merchant
A. E. Johnson

TE:jwa

BONYHADI & HALL
ATTORNEYS AT LAW
EXECUTIVE BUILDING
PORTLAND, OREGON 97204

ERNEST BONYHADI
BRUCE MacGREGOR HALL

TELEPHONE 226-4727
AREA CODE 503

June 10, 1965

Oregon State Highway Commission
State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. Tom Edwards

Gentlemen:

Re: West Marquam Interchange
OSHD Contract No. 6354

With reference to the conference in the office of Mr. Edwards yesterday attended by State Highway officials, C. H. Savage Co. and Peter Kiewit Sons' Co., with regard to the problems preceding and resulting from the injunction against sand blasting on the west approaches to the Marquam Bridge, and also the letter sent to Peter Kiewit Sons' by the State Highway Commission, dated June 7, 1965, rejecting the request of C. H. Savage Co. for premium time (Bonyhadi & Hall letter, dated May 27, 1965), on behalf of C. H. Savage Co., may I confirm a point raised yesterday by C. H. Savage. He, in pursuing alternate means of proceeding with the job by presenting test panels employing such means for inspection by State Highway authorities does not wish to waive his position with regard to his preceding requests for reimbursement of expenditures which he feels are beyond "reasonable and practicable" in protecting the public, and also his future position in the event that a satisfactory procedure cannot be worked out for the completion of the job. Specifically, Mr. Savage may have to ask for a judicial explanation of what his rights and obligations are under the subject contracts, as he has felt that he had no power or authority in determining how this job was to be done, and no control over the problems which have pushed his work into unfavorable sand blasting and painting months. With this understanding, he will be proceeding diligently to prepare for the consideration of the appropriate parties test panels and alternate

Copy to Fields

means of procedures, all in conformity with the State Highway Commission's decision not to contest the present judicial injunction against sand blasting.

It is, of course, understood that the Commission may wish to have the injunction modified so as to apply in limited area and time on the Marquam Bridge, and he will cooperate in such procedure. However, we would appreciate being advised of pleadings and hearings with regard to this matter. The undersigned will be out of the office during the next week, and would, therefore, appreciate that such proceedings as may be contemplated be set for hearing thereafter.

Very truly yours,

Bruce M. Hall

BRUCE M. HALL jk

BMH:jk

cc: Mr. C. H. Savage

Peter Kiewit Sons' Co.

Mr. Bill Johnson
Jewett, Barton, Leavy & Kern

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JUN 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

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STATE HIGHWAY COMMISSION

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FORM E-20X—20M—1-65 SP*6418-734
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1965

To: Memo To The Files

SUBJECT: Substitution for Sandblasting
West Marquam Interchange

A meeting called at the request of Mr. Johnson of Jewett, Barton, Leavy and Kern to discuss the recent court order to stop the use of sandblast on the Marquam Bridge.

Those present were:

Bill Johnson - Jewett, Barton, Leavy, and Kern
Bruce Hall - Attorney for Savage
Chuck Savage - Subcontractor
Bill Hitt - Peter Kiewit Sons'
Ed Lynch - Peter Kiewit Sons'
I.D. Merchant - Oregon State Highway Department
A.H. Johansen - Oregon State Highway Department
A.A. Rear - Oregon State Highway Department
Tom Edwards - Oregon State Highway Department

Mr. Johnson opened the discussion by presenting the problem - basicly that Judge Langtry has issued an injunction against C.H. Savage, Peter Kiewit, and the State of Oregon from further use of sand as a method of cleaning on the Marquam Bridge.

Mr. Edwards presented the position of the Highway Department. Our contract calls for cleaning by sandblast; but, we will be required to accept an inferior cleaning job and therefore must require an adjustment in price. The Department would be subjected to severe criticism if we offered to accept another method of cleaning without a price adjustment.

Mr. Savage presented three alternate methods of cleaning. (1) Flame cleaning, (2) water jet blasting, and (3) power brush cleaning - none of which are expected to be equal to sandblast and all are expected to be more costly than sandblast.

Mr. Savage objected to the adjustment because he was being forced to produce a cleaning job inferior to sandblast and yet costing him more. In addition to

Copies to Carpenter & Porter
6-11-65

NOTED
TOM EDWARDS

the increase in his cost to do the work he would have to make a rebate to the State in an amount not yet determined.

Mr. Hall charged that the State had specified a method of cleaning that has proven to be illegal and that the State may well be in this problem with the contractor and his subcontractor. No ready argument was presented denying the charge nor was any admission made that the charge was correct.

Mr. Edwards restated the conditions as they existed. First, a satisfactory substitute method of cleaning must be developed so that the project can be completed - second, an adjustment in compensation for the work must be developed, depending on the quality of the work completed and the legal interpretation of responsibility.

To establish the first course of action the contractor will prepare sample panels using the alternate methods of cleaning described earlier and any other method that he may wish to present. The test panels will be examined by Mr. I.D. Merchant, Bridge Engineer; Mr. O.A. White, Materials Engineer; and Mr. A.E. Johnson, Metropolitan Engineer. The selection of the acceptable method of cleaning will be the one most nearly approaching the sandblast results. If two methods accomplish nearly the same results then the cost of the cleaning process will be taken into consideration and the decision will be in favor of the subcontractor.

The second course of action is to iron out the adjustment in price. At this time it is anticipated that the adjustment will be in favor of the State. This does not preclude the consideration of a claim by the contractor or his subcontractor in the future. If the contractor so chooses the matter of price adjustment can be resolved before work proceeds.

Mr. Savage suggested that the paint specification could be altered to allow the use of a paint that would satisfactorily adhere to a surface cleaned by an alternate method. No approval was given to any substitution, but consideration would be given to any proposal made.

A.A. Rear
Ass't. Bridge Engineer

AAR:ja

cc: Bridge Division
Mr. Tom Edwards
Mr. John Howard
Mr. A.E. Johnson

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JUN 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 7 - 1965
FOR FILING

June 7, 1965

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Re: West Marquam Interchange
Contract No. 6354
Bridge No. 8591

Gentlemen:

A letter of May 27 from Bonyhadi and Hall, Attorneys for your subcontractor, The C. H. Savage Company, has been received. This letter requests the State's position on reimbursing Mr. Savage for premium time during the structural steel cleaning by sandblasting.

The State will not agree to any payments to your subcontractor for premium time which he may expend.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Ivan D. Marchant
G. Z. Rohde (enc.)
A. E. Johnson

IDM:mm/TE:jwa

FORM E-20X—500—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213

May 28, 1965

To: MEMO TO THE FILES

SUBJECT: West Marquam Interchange
Contract: 6354

On May 26, a meeting was held in Mr. Merchant's office to discuss sandblasting problems adjacent to the Adler property. Present were:

C. H. Savage	-	C. H. Savage Co.
Bruce Hall	-	Attorney for Savage
Lou Adler	-	Adler & Son's Co.
Ed Lynch	-	Peter Kiewit Son's Co.
Bill Hitt	-	Peter Kiewit Son's Co.
Ivan D. Merchant	-	Oregon State Highway Dept.
A. E. Johnson	-	Oregon State Highway Dept.
A. A. Rear	-	Oregon State Highway Dept.
Alan Johansen	-	Oregon State Highway Dept.
Ed Hardt	-	Oregon State Highway Dept.
John Howard	-	Oregon State Highway Dept.

After considerable discussion, it developed that there were two (2) distinct points-of-view prevelant. Mr. Hall instigated the meeting (see his letter of May 20, 1965) to determine if either Kiewit or preferably the Oregon Highway Department would help Mr. Savage financially for the extra costs, mostly overtime pay, which he has sustained in his work near the Adler establishment. He feels if some arrangement could be made now it would possibly avoid future litigation.

The Highway Department position was outlined by Mr. Merchant and Mr. Johnson, who made the following points:

(1) Since there is nothing different about the work than at bidding time, and since the contractor was given the option of cleaning the steel before erection, there is no basis for extra compensation.

(2) The matter of protection of abutting property owners is covered in the specifications, and this is the contractor's responsibility.

(3) The State is willing to listen to a proposal for alternate methods of cleaning although it appeared that there is no equal alternate to sandblasting. This opinion was voiced by Mr. Savage.

(4) Mr. Hall was advised that the best way to handle the problem was on a claim basis which was explained to him.

The question of the propriety of Mr. Adler's presence at a meeting held to discuss extra pay from the State to one of its contractors was raised. Mr. Adler said that he was at the meeting to protect his rights as a citizen, and he wanted to find out what was going to be done to protect his interests. Mr. Johnson told him this was the contractor's problem, and also told him he was welcome at any time to call or visit any Highway Department people on an individual basis.

The meeting broke up with Mr. Hall and Mr. Johansen to privately discuss the legal fine points of the pertinent specifications covering what is "reasonable and proper protection of third parties". Dependent somewhat on the outcome of this discussion Mr. Hall was to write to the State through Kiewit notifying that a claim will be made later.

A. E. Johnson
Metropolitan Engineer

ORIGINAL SIGNED BY EDWARD L. HARDT

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:ds

cc: Ivan D. Merchant
John Howard

JUL 1 1965 PM
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JUN 15 1965
FOR FILING

ERNEST BONYHADI
BRUCE MacGREGOR HALL
6354

BONYHADI & HALL
ATTORNEYS AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON
CAPITOL 6-4727

June 3, 1965

C. H. Savage Company
4126 S. E. Milwaukie Avenue
Portland, Oregon 97202

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Oregon State Highway Commission
State Highway Department
Salem, Oregon

Attention: Mr. Ivan Merchant,
Bridge Engineer

United Pacific Insurance Company
415 S. W. Tenth Avenue
Portland, Oregon 97204

Mr. William Johnson
Jewett, Barton, Leavy & Kern
Failing Building
Portland, Oregon

Continental Claims Service, Inc.
Failing Building
Portland, Oregon

Attention: Mr. Forrest Johnson

Send to Al Johnson sent 6-14-65

Gentlemen:

Re: Alaska Steel Co. v. C. H. Savage, Peter Kiewit Sons' Co. and State Highway Commission, Multnomah County, No. 308-756

The latest sequence in the Marquam Bridge sand blasting and painting problem included a meeting with Peter Kiewit Sons' on May 21, and a meeting on May 26 at Salem with the Oregon State Highway Commission, at both of which meetings the problems of Mr. Savage with third parties, current and pending litigation, and alternate procedures were extensively discussed.

The above litigation has proceeded on the basis of a complaint filed March 19, 1965, a hearing on March 30, 1965,

NOTED
JOM EDWARDS

followed by a very brief rehearing on April 28, at which time a further rehearing was scheduled for June 1. Approximately April 22, the State Highway Commission had filed a demurrer, but has not to date set the same for hearing.

The Commission was invited to attend the present hearing, but did not do so. Mr. Bill Johnson, of Jewett, Barton Leavy & Kern, did attend. Emanuel Schnitzer testified for Alaska Steel Company, as did his foreman, and also Lou Adler. Zanley Galton represented Alaska Steel Company as counsel. He represents Mr. Adler as to pending litigation as well.

The enclosed order dated June 3, 1965, issuing a permanent injunction against sand blasting is self-explanatory as to these proceedings. It is the request of C. H. Savage Company that it be authorized to proceed by some method compatible with this court order to the completion of the job.

Very truly yours,

BRUCE M. HALL

BMH:jk
Enclosure

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JUN 4 - 1965 PM
7,8,9,10,11,12,1,2,3,4,5,6

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

RECEIVED
JUN 4 1965
LEGAL & RIGHT OF WAY

ALASKA STEEL CO., an Oregon corporation,

Plaintiff,

vs.

C. H. SAVAGE, dba C. H. SAVAGE COMPANY, PETER KIEWIT SONS' CO., a Nebraska corporation, and DAVID B. SIMPSON, GLEN L. JACKSON and KENNETH FRIDLEY, constituting the Oregon State Highway Commission,

Defendants.

No. 308-756

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF INJUNCTION

Plaintiff Alaska Steel, in its amended complaint, has alleged that defendant Savage has invaded plaintiff's premises with fine sand and paint and continues to do so, to plaintiff's substantial damage; that defendants Kiewit and State Highway Commission have contracted with defendant Savage to perform the services that result in the alleged trespass and damage. Plaintiff seeks an injunction and damages.

State Highway Commission filed a demurrer, Kiewit seems to have ignored the action, and plaintiff and defendant Savage have appeared and presented their respective positions on several occasions, and during the last two days have presented evidence on the issues and merits, and the Court has visited the affected area and made its own observations.

With reference to the demurrer as it affects any jurisdiction of the Court to issue an injunction, it is overruled. This ruling is thus limited, and leaves open the questions raised with reference to tort liability of the Highway Commission.

On the questions relating to injunction, the Court makes the following findings of fact:

1. That the sandblasting operations on the Marquam bridge, still far from complete under defendant Savage's contract, allow quantities, into thousands of pounds per normal working shift, of fine, extremely abrasive sand to drift from overhead onto plaintiff's premises, where it sifts into expensive machinery, much

NOTED

1-4793

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

RECEIVED
JUN 4 1965
LEGAL & RIGHT OF WAY

ALASKA STEEL CO., an Oregon corporation,

Plaintiff,

vs.

C. H. SAVAGE, dba C. H. SAVAGE COMPANY, PETER KIEWIT SONS' CO., a Nebraska corporation, and DAVID B. SIMPSON, GLEN L. JACKSON and KENNETH FRIDLEY, constituting the Oregon State Highway Commission,

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1. That the sandblasting operations on the Marquam bridge, still far from complete under defendant Savage's contract, allow quantities, into thousands of pounds per normal working shift, of fine, extremely abrasive sand to drift from overhead onto plaintiff's premises, where it sifts into expensive machinery, much

of which has moving parts, many lubricated. That the combination of lubricant and sand, or sand alone, constitutes a grinding compound when the machinery is set in motion. If allowed to continue, the resultant damage will be difficult or impossible to determine - indeed, damage already suffered will be difficult or impossible to measure.

2. That paint particles drift onto plaintiff's premises, causing damage to the finishes of vehicles and other property. That in combination with the aforementioned sand, the paint makes the surface of a finished automobile similar to the surface of an off-color sandpaper. That it seems that damage thus caused can be assessed and corrected.

3. That the plaintiff and defendant Savage have cooperated in efforts to eliminate or adequately minimize damage and inconvenience caused by the invasion of plaintiff's premises, but such efforts, though reasonable and practicable and resourcefully carried through, have been unavailing.

4. That an action or actions at law for recovery on account of damage suffered is inadequate as to the invasion of sand from the sandblasting operation; that such appears to be adequate as to the invasion of paint.

5. That other methods have been found that are adequate to perform the function of sandblasting of the nature involved here.

Based upon the foregoing findings of fact, the Court makes the following conclusions of law:

1. That the plaintiff has no plain, speedy or adequate remedy at law with reference to the invasion of sand upon its premises.

2. That there is extensive damage therefrom, and it isirreparable, and at best, difficult or impossible to measure.

3. That such invasion of plaintiff's premises by sand constitutes in law a continuing trespass and a private nuisance which should be abated.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the defendants, and each of them, are permanently enjoined from allowing any sand from the sandblasting operations to fall upon plaintiff's premises; inasmuch as all reasonable and practical suggestions for continuation of sandblasting and control of residue have been tried and failed, this order constitutes an order to permanently terminate sandblasting operations on said Marquam bridge.

Dated this 3rd day of June, 1965.

Virgil Langtry

VIRGIL LANGTRY, CIRCUIT JUDGE

RECEIVED
JUN 7 1965
FOR FILING

Form Co-121 (11-63) (Prev. ed. A.F. 203-20)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: June 1, 1965

In reply refer to: 08-35.4-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. D. Morgan

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Pacific Highway West, City of Portland
Market Street Ramp

We have no objection to your request for a field survey of the S.W. Market Street ramp, as proposed in your letter of May 14, 1965, signed by Mr. F. D. Morgan. We will concur in your proposed design change; however, Federal funds will not be extended because of previous participation in the completed work.

orig'l - young
copies to Edwards
Morgan
6-4-65

NOTED
TOM EDWARDS

RECEIVED
JUN 12 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 28 1965
FOR FILING

Form CD-121 (11-63) (Prev. Ed. A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

EDWARDS

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO: 6354 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 28, 1965

In reply refer to: 08-35.4-DA

FROM: A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: I-5-6(50)301, West Marquam
P.A. #1

We refer to your letter of May 20, 1965 from Mr. Tom Edwards on the above subject. Your figure of $3,094.00 appears to be a reasonable increase in cost for the added work at Bent A-8. We feel that this figure is supportable and approve Federal-aid participation in this amount.

NOTED
TOM EDWARDS

RECEIVED
JUN 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

[illegible]

FOR FILE

625-f

477 Cottage Street, NE
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I Merchant, Bridge Engineer

May 24, 1965

08-35.6

A. W. Parsons, Division Engineer
Salem, Oregon

Original signed by
T. Dee
Eng. Coordinator

Oregon Project I-5-6(47)301 & I-5-6(50)301
Marquam Bridge, Rigid Frame Alterations, Piers 2 & 5

The proposed installation of strain gages as outlined in your May 19, 1965 letter and shown on Drawing B-116 is approved.

As this work relates to engineering and will be performed by your engineering forces, the cost of the work should be charged to engineering.

NOTED
J. W. EDWARDS

Orig. to Merchant
5-25-65

RECEIVED
MAY 24 1965
FOR FILING

May 20, 1965

3444

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Your File: 08-35.4-DA

Dear Sir:

Reference is made to your memo of April 23 concerning Price Agreement No. 1 on Oregon Project I-5-6(50)301, West Marquam Interchange, Contract No. 6354.

As stated in previous correspondence, we accepted the contractor's quoted figure of $5,522 for the additional cost of the shoring and cribbing for the footing at the new elevation.

On our request, the contractor furnished copies (attached) of his estimate sheets for the work. These estimate sheets do not contain the detailed information requested in your memo and the Department is not in a position to furnish same.

If you feel that you cannot recommend participation on the basis of the Price Agreement as originally written and date furnished you, the Department will accept a settlement on the following basis:

Cost of shoring and cribbing entire hole - as observed by Resident Engineer. See sheets attached.	$5,345.00
Contractor's stated cost of shoring and cribbing for original plan.	$2,251.00
Indicated cost of additional work and basis for cooperation.	$3,094.00

Very truly yours,

bc Forrest Cooper
R. L. Porter
Ivan Merchant

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachments

CAG:jm jwa

ITEM SUMMARY—Analysis ITEM NO. Sheet No. 1

Project West Marquam Interchange Date 12-12-63

Location Port Inwd Estimator WDH

Description Extra Shore + Crib BT AB LT. Bid Quantity LS.

Est. Quantity

OPERATION	Move In	CO. Rent	Other Rent	Repairs	FOG	ST&S	Perm. Matl.	Lab.	Ins.	Sub. Conts.	Total
						1753		1509			3262
From Analysis SHT.											1761
Equipment		1035		311	104	311		250			290
overhead						40			264		384
I+T, H+W, Pension						120					60
Bond						60					72
Repair depot						72					31
Small Tool Replace						31					
									2023		

362

ITEM ANALYSIS SHEET

SHEET NO. 1 PROJECT West Marquam Int. LOCATION

ITEM NO. Extra Work TYPE OF WORK Shore + Brace ESTIMATOR WDN DATE

COST ITEM NO.	DESCRIPTION	QUANTITY	UNIT	SMALL TOOLS SUPPLIES & EXPENDABLE MATERIAL U.P.	SMALL TOOLS SUPPLIES & EXPENDABLE MATERIAL TOTAL	PERMANENT MATERIAL IN PROJECT U.P.	PERMANENT MATERIAL IN PROJECT TOTAL	DIRECT LABOR U.P.	DIRECT LABOR TOTAL	SUB CONTRACTS U.P	SUB CONTRACTS TOTAL	TOTAL DIRECT COST U.P.	TOTAL DIRECT COST TOTAL
	Extra Shoring St. Alt	LS.	—		(753)				(1507)				(2260)
	Rent Sheet Pile	16.47	Ton	60	988			5	82			65	1070
				04	298			—	—			04	298
	Furnish Frame Mat'l	7448	Lbs					75	75			100	100
	Frame	1	EA	25	25			15	675			25	125
	Drive Extra Sheets	46	EA	5	230			7	140			10	230
	Drive Sheets Extra 5.5'	20	EA	3	60			30	30			40	40
	Place Frame	1	EA	10	10			30	30			40	40
	Remove "	1	EA	10	10			7	322			9	414
	Extract Extra Sheets	46	EA	2	92			7	140			9	180
	Extract Sheets Extra 5.5'	20	EA	2	40								(2421)
	If daylight to side:												
		12.06	Ton	60				5				65	784
		3724	Lb	04				—	—			04	149
		1	EA	25				75				100	100
		32	EA	5				15				20	640
		20	EA	3				7				10	200
		1	EA	10				30				40	40
		1	EA	10				30				40	40
		32	EA	2				7				9	288
		20	EA	2				7				9	180

Save 841

FORM NO. E-888

OREGON STATE HIGHWAY DEPARTMENT

FORCE ACCOUNT STATEMENT

1. DATE		
2. CONTRACT NO.	3. EXTRA WORK ORDER NO.	
4. NAME AND ADDRESS OF CONTRACTOR	5. DESCRIPTION OF WORK	

PER ATTACHED INVOICES	PERIOD COVERED	AMOUNT	TOTALS
6. LABOR		$	
		$	
		$	
		$	
		$	$
7. EQUIPMENT RENTALS		$	
		$	
		$	
		$	
		$	$
8. MATERIALS AND SUPPLIES		$ 3,022.16	
		$	
		$	
		$	
		$	$
9. TRANSPORTATION, SUBSISTENCE, ETC.		$	
		$	
		$	
		$	
		$	$
		TOTAL AMOUNT	$ 3,044.01

APPROVED— RESIDENT ENGINEER	10. PREFIX NO.	11. SIGNATURE
APPROVED— DIVISION ENGINEER	12. SIGNATURE	

FORM E-903-A
10M REV. 7-69

OREGON STATE HIGHWAY DEPARTMENT
FORCE ACCOUNT INVOICE
—LABOR—

1. NAME AND ADDRESS OF CONTRACTOR

2. DESCRIPTION OF WORK

FOR THE PERIOD ENDED _____ 19

NAME OF EMPLOYEE	WORK CLASSIFICATION		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
(1)	Flaburd Eq.	OT																						
		ST																						
(2)	Excavator	OT																						
		ST																						
(3)	Oiler	OT																						
		ST																						
(4)		ST																						
		ST																						
(5)	[illegible]	OT																						
		ST																						
(6)	Laborer	OT																						
		ST																						
(7)	Dennis Davis	OT																						
		ST																						
(8)		OT																						
		ST																						
(9)		OT																						
		ST																						
(10)		OT																						
		ST																						
(11)		OT																						
		ST																						
(12)		OT																						
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(13)		OT																						
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(18)		OT																						
		ST																						
(19)		OT																						
		ST																						
(20)		OT																						
		ST																						

COMPUTATION OF TOTAL TAXES AND INSURANCE ON PAYROLL

8. F. I. C. A.—SOCIAL SECURITY		3.625 %
9. STATE INDUSTRIAL ACCIDENT INSURANCE—BASE RATE	12.20 %	
10. LESS REDUCTION RATE	45 %	6.710 %
11. OREGON UNEMPLOYMENT COMPENSATION	%	
12. ADD FEDERAL UNEMPLOYMENT COMPENSATION	%	%
13. TOTAL TAXES AND INSURANCE ON PAY ROLL		%

14. TOTAL TAXES AND INSURANCE (ITEM 7 X ITEM

15. HEALTH AND WELFARE HOURS AT
PENSION HOURS AT

16. HEALTH AND WELFARE HOURS AT
PENSION HOURS AT

17. TOTAL LABOR, TAXES, INSURANCE, HEALTH AN

18. CONTRACTOR'S PERCENTAGE ALLOWANCE (

19. TOTAL AMOUNT DUE (ITEM 17 + ITEM 18) FOR

TOTAL AMOUNT DUE CONTRACTOR FOR FLAGMEN WILL BE ENTERED IN ITEM 18. TOTAL AMOUNT DUE CONTRACTOR F

OF CONTRACTOR	2. DESCRIPTION OF WORK	3. DATE	PAGE 1 OF 3
		4. CONTRACT NO.	
		5. EXTRA WORK ORDER NO.	

3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	HOURS	RATE	AMOUNT	TOTAL
																															$	
																											4				$ 1108

FORM E-208-A
10M · REV. 7-59

OREGON STATE HIGHWAY DEPARTMENT
FORCE ACCOUNT INVOICE

—LABOR—

FOR THE PERIOD ENDED _____ 19 ..

1. NAME AND ADDRESS OF CONTRACTOR

2. DESCRIPTION OF WORK

NAME OF EMPLOYEE	WORK CLASSIFICATION		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
(1)		OT																						
		ST																						
(2)		OT																						
		ST																						
(3)		OT																						
		ST																						
(4)		OT																						
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(18)		OT																						
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(19)		OT																						
		ST																						
(20)		OT																						
		ST																						

COMPUTATION OF TOTAL TAXES AND INSURANCE ON FAYROLL				
8. F. I. C. A.—SOCIAL SECURITY			3.625	%
9. STATE INDUSTRIAL ACCIDENT INSURANCE—BASE RATE	12.20	%		
10. LESS REDUCTION RATE	AK	%	6.710	%
11. OREGON UNEMPLOYMENT COMPENSATION	2.70	%		
12. ADD FEDERAL UNEMPLOYMENT COMPENSATION	.65	%	3.350	%
13. TOTAL TAXES AND INSURANCE ON PAY ROLL			13.685	%

14. TOTAL TAXES AND INSURANCE (ITEM 7 X ITEM

15. HEALTH AND WELFARE HOURS AT
PENSION HOURS AT

16. HEALTH AND WELFARE HOURS AT
PENSION HOURS AT

17. TOTAL LABOR, TAXES, INSURANCE, HEALTH AND

18. CONTRACTOR'S PERCENTAGE ALLOWANCE (

19. TOTAL AMOUNT DUE (ITEM 17 + ITEM 18) FOR

TOTAL AMOUNT DUE CONTRACTOR FOR FLAGMEN WILL BE ENTERED IN ITEM 18. TOTAL AMOUNT DUE CONTRACTOR FO

1. NAME AND ADDRESS OF CONTRACTOR	2. DESCRIPTION OF WORK	3. DATE	PAGE 2 OF 3
[illegible]	Grading & Inland at Start	Mar. 8, 1964	
	[illegible]	4. CONTRACT NO.	
	[illegible]	5. EXTRA WORK ORDER NO.	

3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	HOURS	RATE	AMOUNT	TOTAL
																															$	
																					8					7			28½	[illegible]	$	$ 166.56
																					8					7			[illegible]	[illegible]		
																					8					7			22½	3.8[illegible]		
																											2		8			

FORM 2.555-A
10M REV. 7-69

OREGON STATE HIGHWAY DEPARTMENT
FORCE ACCOUNT INVOICE
—LABOR—

1. NAME AND ADDRESS OF CONTRACTOR

2. DESCRIPTION OF WORK

Piling for

FOR THE PERIOD ENDED May 1 19

NAME OF EMPLOYEE	WORK CLASSIFICATION		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
(1)		OT																					
		ST																					
(2)	Foreman	OT																					
		ST	1																				
(3)	Oiler	OT																					
		ST	1																				
(4)	Driver	OT																					
		ST	2																				
(5)		OT																					
		ST																					
(6)		OT																					
		ST																					
(7)		OT																					
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(8)		OT																					
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(9)		OT																					
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(10)		OT																					
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(11)		OT																					
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(19)		OT																					
		ST																					
(20)		OT																					
		ST																					

COMPUTATION OF TOTAL TAXES AND INSURANCE ON PAYROLL

8. F. I. C. A.—SOCIAL SECURITY			3.625	%
9. STATE INDUSTRIAL ACCIDENT INSURANCE—BASE RATE	12.20	%		
10. LESS REDUCTION RATE	-15	%	6.710	%
11. OREGON UNEMPLOYMENT COMPENSATION		%		
12. ADD FEDERAL UNEMPLOYMENT COMPENSATION		%		%
13. TOTAL TAXES AND INSURANCE ON PAY ROLL				%

14. TOTAL TAXES AND INSURANCE (ITEM 7 X I

15. HEALTH AND WELFARE HOURS AT
PENSION HOURS AT

16. HEALTH AND WELFARE HOURS AT
PENSION HOURS AT

17. TOTAL LABOR, TAXES, INSURANCE, HEALTH

18. CONTRACTOR'S PERCENTAGE ALLOWANCE

19. TOTAL AMOUNT DUE (ITEM 17 + ITEM 18)

TOTAL AMOUNT DUE CONTRACTOR FOR FLAGMEN WILL BE ENTERED IN ITEM 18. TOTAL AMOUNT DUE CONTRACTO

1. NAME OF CONTRACTOR	2. DESCRIPTION OF WORK	3. DATE	PAGE 3 OF 3
		4. CONTRACT NO.	
		5. EXTRA WORK ORDER NO.	

3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	HOURS	RATE	AMOUNT	TOTAL
																															$	
																															$	$

FORM E-389C
3M

OREGON STATE HIGHWAY DEPARTMENT

FORCE ACCOUNT INVOICE

EQUIPMENT RENTAL

1. NAME AND ADDRESS OF CONTRACTOR

2. DESCRIPTION OF WORK

FOR THE PERIOD ENDED 19

DESCRIPTION OF EQUIPMENT	SIZE OR CAPACITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
(1)																							
(2)																							
(3)																							
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(24)																							

6. TOTAL RENTAL

7. CONTRACTOR'S PERCENTAGE

8. TOTAL AMOUNT (ITEM 6 + IT

CONTRACTOR	2. DESCRIPTION OF WORK	3. DATE	PAGE OF
		4. CONTRACT NO.	
		5. EXTRA WORK ORDER NO.	

3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	HOURS	RATE	AMOUNT
																															$

FORM E-385C
SM

OREGON STATE HIGHWAY DEPARTMENT
FORCE ACCOUNT INVOICE
EQUIPMENT RENTAL

1. NAME AND ADDRESS OF CONTRACTOR

2. DESCRIPTION OF WORK

FOR THE PERIOD ENDED 19

DESCRIPTION OF EQUIPMENT	SIZE OR CAPACITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
(1)																						
(2)																						
(3)																						
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(21)																						
(22)																						
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6. TOTAL RENTAL

7. CONTRACTOR'S PERCENTAGE

8. TOTAL AMOUNT (ITEM 6 + ITE

1. NAME OF CONTRACTOR	2. DESCRIPTION OF WORK	3. DATE	PAGE OF
		4. CONTRACT NO.	
		5. EXTRA WORK ORDER NO.	

3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	HOURS	RATE	AMOUNT
																										1					$
3																															11.25

FORM E-888C
SM.

OREGON STATE HIGHWAY DEPARTMENT

FORCE ACCOUNT INVOICE

EQUIPMENT RENTAL

1. NAME AND ADDRESS OF CONTRACTOR

2. DESCRIPTION OF WORK

FOR THE PERIOD ENDED 19..

DESCRIPTION OF EQUIPMENT	SIZE OR CAPACITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
(1)																						
(2)																						
(3)																						
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(21)																						
(22)																						
(23)																						
(24)																						

6. TOTAL RENTAL

7. CONTRACTOR'S PERCENTAGE

8. TOTAL AMOUNT (ITEM 6 + IT

E OF CONTRACTOR	2. DESCRIPTION OF WORK	3. DATE	PAGE 3 OF 3
		4. CONTRACT NO.	
		5. EXTRA WORK ORDER NO.	

2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	HOURS	RATE	AMOUNT
																																$ 3635

FORM E3868

OREGON STATE HIGHWAY DEPARTMENT
FORCE ACCOUNT INVOICE

MATERIALS AND SUPPLIES

1. DATE

PAGE , OF

2. CONTRACT NO.

3. EXTRA WORK ORDER NO.

4. NAME AND ADDRESS OF CONTRACTOR

5. DESCRIPTION OF WORK

MATERIALS AND SUPPLIES FOR THE PERIOD ENDED 19.

PER ATTACHED RECEIPTS

REC NO.	NAME OF SUPPLIER	AMOUNT
(1)		$
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
(11)		
(12)		
(13)		
(14)		
(15)		
(16)		
(17)		
(18)		
(19)		
(20)		

6. TOTAL AMOUNT	$ 2,633.50
7. CONTRACTOR'S PERCENTAGE ALLOWANCE— % OF TOTAL AMOUNT (LINE 6)	$ 394.75
8. TOTAL MATERIALS AND SUPPLIES THIS INVOICE	$ 3,028.25

Form E-40—30M—5-39

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET ..... OF ..... SHEETS

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. I. Merchant

DATE: April 23, 1965

In reply refer to: 08-35.4-DA

FROM : A. M. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(50)301
Price Agreement #1
West Marquam Interchange

In reference to your letter of March 19, 1965 concerning Price Agreement #1.

A review was made of your estimated costs for this price agreement, and the estimate for labor is $1,009.00 higher than indicated on Mr. A. A. Rear's inter-department correspondence dated February 26, 1964.

This total labor cost of $3,032.00 appears excessive. Please submit a breakdown of the labor costs, indicating the number of man hours, rates, and work to be performed. Also an analysis should be made of the estimate of cost for the contractor to do the work initially, before the change to lower the footing was made, as compared to an estimate of the total cost involved in constructing this footing.

Merchant
Reply

RECEIVED
APR 26 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 13 1965
FOR FILING

GEORGE W. MEAD
ATTORNEY AT LAW
1211 PUBLIC SERVICE BUILDING
PORTLAND, OREGON 97204
CAPITOL 8-7686

May 13, 1965

Edwards

REFERRED TO
admin
BY SECRETARY

C. H. Savage Co.
4126 S. E. Milwaukie
Portland, Oregon

Gentlemen:

The writer is attorney for Miller Products Co. My client operates a mill producing agricultural chemicals in the vicinity of the west side of the Markham Bridge approach.

We are advised that as a result of your operations large quantities of water from the hose have been directed down on my client's property causing extensive damage to materials in the process of manufacture and that paint has blown on to the premises and has caused considerable damage to the property and to employees' automobiles parked in the vicinity.

Demand is made upon you to immediately cease and desist from depositing large quantities of water, sand and paint upon my client's property and you are further advised that it is the intention of Miller Products Co. to hold you liable for any damages which may result.

Very truly yours,

George W. Mead

NOTED
TOM EDWARDS

gwm:mm

cc: Peter Kiewit Sons Co.
Oregon State Highway Comm.
Miller Products Co.
Bonyhadi & Hall

RECEIVED
MAY 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
MAY 14 1965

FORM E-30X—50M—7-64 SP*6230-734

FOR FILING

6354
6324

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
May 10, 1965

To: MEMO TO THE FILES

SUBJECT: Louis Adler Complaint
West Marquam Interchange
Contract: 6354

Recently Mr. Maurice Sussman, attorney for Mr. Louis Adler, contacted Mr. Ed Hardt by telephone regarding alleged personal health damage and damage to equipment by sandblasting operations on the subject project. As a result, Mr. Hardt arranged a meeting between Mr. Adler and his attorney, Mr. Sussman, and the contractor's representatives and attorneys.

On Friday, May 7, at 2:00 p.m., a meeting was held in the field office of Peter Kiewit Sons' Company with the following attending:

A. E. Johnson	Oregon State Highway Department
Ed Hardt	Oregon State Highway Department
John Howard	Oregon State Highway Department
Bill Pitt	Peter Kiewit Sons'
R. C. Johanson	Peter Kiewit Sons'
B. F. Thomas	Peter Kiewit Sons'
Louis Adler	Adler & Sons
Maurice Sussman	Attorney for Mr. Adler
H. G. Smith	State Sanitary Authority
Charles Savage	Painting Subcontractor
W. B. Johnson	Jewett, Barton, Leavey & Kearn, Insurance Company
Bruce Hall	Attorney for Mr. Savage
Ernest Bonyhadi	Attorney for Mr. Savage
R. E. Hatchard	City Sanitary Authority (Air Quality)

At this time Mr. Sussman brought up the question of sandblasting damage and mentioned the court action as a result of a complaint by Mr. Schnitzer (Alaska Junk) and indicated that they would like to settle this matter without going to court again. Mr. Sussman claimed that sand was getting into Adler's plant, onto the scrap steel plates and into machinery and equipment owned by Mr. Adler. He stated this sand was effecting customers and workmen

and thus effecting Mr. Adler's business. He also claimed it was effecting the health of Mr. Adler and his workmen and stated that he has a letter from a Dr. Puziss who had examined Mr. Adler. Mr. Sussman did not clarify what was contained in this letter, but merely by inference indicated that it would substantiate a health problem. Mr. Sussman stated that the work of cleaning steel should be done some other way and that he believed this was a problem of the State and the contractor.

I stated to those in attendance that the State Highway Department's position was simply that we had a contract with Peter Kiewit Sons' in which we had specified that the structural steel was to be cleaned by sandblasting and that our contract also provided that it was the contractor's responsibility for protection against damage to adjacent properties, etc. I stated that we had written Peter Kiewit Sons' a letter to the effect that there had been reported damage to adjacent properties and we requested the contractor to take appropriate steps to eliminate the damage. I stated that if the contractor would present any other method of cleaning the structural steel we would consider his method but would not guarantee approval.

The balance of the meeting was taken up with negotiations between Mr. Savage, the painting subcontractor, Mr. Sussman, Mr. Adler and the contractor's representatives for Peter Kiewit Sons'. Various methods of protection were considered, including hanging long drop cloths from the structure itself in order to prevent the sand from drifting onto adjacent properties. Mr. Savage stated that they were only sandblasting when the direction of the prevailing wind was right for preventing drift onto the adjacent property, but it was recognized that eddies made this procedure not entirely effective.

During this portion of the meeting, Mr. Savage indicated that they were being held up due to corrective work on the steel spans. It developed that this was corrective work which we were planning for the rigid frame and that because of this pouring of concrete deck was being held up. Apparently Peter Kiewit Sons' is holding up the painting subcontractor until these deck spans are poured. I indicated that as far as the Highway Department is concerned these beams could be painted ahead of pouring the decks, but there would remain the proper cleaning prior to painting the remaining coats of paint. On inquiry from Mr. Savage, Mr. Hitt of Peter Kiewit Sons' stated that painting of the beams prior to pouring deck spans could be all right with proper negotiations between the two contractors.

After considerable discussion, it was finally agreed between Mr. Savage and Mr. Adler and his attorney that sandblasting operations would be conducted after 4:30 p.m., and on this schedule

they would start their painters at about 1:00 p.m. Mr. Savage also agreed to furnish various tarps and drop cloths for Mr. Adler's establishment and furnish manpower for keeping equipment and machinery covered, etc. It was agreed that they could provide various drop cloths at doorways to Mr. Adler's establishment which could be rolled up when sandblasting operations were not being conducted, and merely dropped into place when desired. Mr. Adler agreed to come down to his establishment on weekends when his establishment was not conducting business and that he would notify Mr. Savage by noon on Friday whenever he did not intend to conduct business on any Saturday. Mr. Savage indicated that on these weekends he would be willing to work both Saturdays and Sundays.

Mr. Adler then presented two additional complaints: (1) that there were numerous nails from form stripping on the pavement which his equipment traveled in access to his property; and, (2) that the contractor's trucks were closing off access to his property for parking because the trucks were parking in his roadway. Peter Kiewit Sons' representative in both instances promised to correct these situations.

Mr. Bruce Hall, attorney for Mr. Savage, indicated he would prepare a letter of understanding containing various items agreed on and would furnish and copy of this letter to the Highway Department.

Original Signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

AEJ:sh

cc F. B. Klaboe
Ivan D. Merchant
John Howard

RECEIVED
MAY 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 7 - 1965
FOR FILING
6354

Salem, Oregon 97310
May 5, 1965

Mr. G. E. Rohde
Chief Counsel
BUILDING

State of Oregon vs.
Louis Adler, et al.
L-4260 R-29167
East Bank Freeway Section
Pacific Highway

Please refer to the enclosed copy of a plan view of Adler's property and access from the frontage road to his property.

Last July or August I did, in fact, prevail upon our contractor to construct the permanent access to the "front" of Adler's property. At that time it was impossible to construct the remainder of the road along the northerly property line of Adler's holdings back to the several other owners to be served. In fact, even if we could have done the work, it would still have been impossible due to the fact that Adler had constructed his fence about nine feet on our property; leaving insufficient room for the proposed roadway.

At any rate, we went to considerable extra expense to please Mr. Adler. We negated the contract item (a lump sum bid for the road) and substituted unit prices (which included cost for two move-ins and move-outs) for the quantities involved in the construction of this road.

At the time that I prevailed upon our contractor (who cooperated to the fullest) to construct the permanent road into Adler's property, I also advised Adler that (1) his fence was in the way, but I would not require its removal until we were ready to build the remainder of the road and (2) that we would not be able to construct the remainder of the road until the summer (or late spring) of 1965.

A difficult part of the transaction between Adler and the State is the fact that we "traded" some land and gave him some rights that were not included in our contract. Our agreement (or exchange of property deal) provides that we grant certain access. We have set up the "providing of this access" in our contract; but we did not specify a time limit. Adler's

idea of the "time" that said access would be provided does not coincide with our idea of when it can practically be provided.

Incidentally, four other property owners in the area have also been granted the right to use this frontage road. I have heard not one complaint from any of them.

We will build the remainder of the access road to these other four properties alongside the northerly property line of Adler's holding this summer when weather permits—and this is exactly what I promised Adler.

As to the damage he may or may not have suffered from the operations of the contractor on the West Marquam Interchange project, his recourse is with that contractor, not with us.

One further fact—I have prevailed upon the Bureau of Public Roads to consider the granting of Adler (and others) a better approach to Moody Avenue which does not interfere with Alaska Steel's approach. I believe that it will be considered favorably by the Washington office. It will cost the Bureau of Public Roads and the State several thousand dollars more.

If you would like more particulars, please advise and I will provide them.

F. B. Klabee
Assistant State Highway Engineer

FBK:erb

cc: Mr. R. L. Porter
Mr. Ivan Marchant
Mr. A. E. Johnson

FORM E-20 80M 3-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1965

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

SUBJECT: State of Oregon vs.
Louis Adler, et al.
L-4260 R-29167
East Bank Freeway Section
Pacific Highway

B U I L D I N G

I have a letter from Mr. Zanley F. Galton, attorney for Mr. Louis Adler, stating that the roadway reserved to him in the deed for right of way across his property has not as yet been constructed. He also makes some complaint about unspecified activities of the general contractor on the Marquam Bridge project. He claims his business is suffering from both complaints.

The last correspondence I see in our file on the subject is a copy of a letter by you, as Metropolitan Engineer, to Peter Kiewit Sons' Company, dated July 6, 1964. In that letter you mentioned that the project had progressed to a point that construction of the permanent access road to the Adler property was then possible. You went on to request that the contractor proceed with and complete such road.

I acknowledged Mr. Galton's letter by saying that I would communicate with him further after consulting with you for additional details. Would you please advise me.

G. E. ROHDE
Chief Counsel

GER:hg

CC - Mr. F. C. McKinney

RECEIVED
MAY 4 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 20 1965
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 16, 1965

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Re: West Marquam Interchange
Contract No. 6354
Alaska Steel Co. v. C. H. Savage, et al
Our File L-4793

Gentlemen:

We have recently received copies of an Amended Complaint in the above-captioned suit, pending in the Circuit Court for Multnomah County. The defendants named therein are C. H. Savage, Peter Kiewit Sons' Co., and David B. Simpson, Glen L. Jackson and Kenneth Fridley, constituting the Oregon State Highway Commission.

It appears from the allegations thereof that the plaintiff, Alaska Steel Co., claims that C. H. Savage, as painting subcontractor on the West Marquam Interchange structure, has damaged certain personal property of the plaintiff by permitting excessive amounts of fine sand and paint to invade plaintiff's premises and to be deposited upon plaintiff's personal property, more particularly certain machinery and automobiles. Plaintiff asks for damages in the amount of $10,000.00, and for a permanent injunction barring the defendants from depositing paint and sand upon plaintiff's property.

Inasmuch as your organization is designated as one of the defendants in said suit, we assume that you are familiar with this matter and these specific allegations of the Amended Complaint.

Without taking any position whatever as to whether the plaintiff has sustained any damage such as alleged, this is to notify you that in the event the State Highway Commission or its members are subjected to any liability whatsoever, we will, pursuant to the provisions of the

NOTED
P. M. STEPHENSON

contract, look to your organization for full indemnification. In addition to the familiar provisions of the Standard Specifications relating to indemnity, claims for damage to private property, etc., we refer you to page 103 of the Special Provisions, wherein it is stated that:

> "The contractor will be responsible for damage resulting from cleaning and painting work. This includes damage to pedestrian or vehicular traffic in the vicinity of the work, damage to bridge substructure or superstructure, and any and all damage to other property that may be a result of the contractor's operations."

Inasmuch as the suit seems to be directed against the Highway Commission as a state agency, rather than against the Commissioners as individuals, it will be necessary that the Attorney General, through the undersigned, enter an appearance on behalf of the Commission. If you believe it necessary or desirable, we will be happy to discuss this matter with your attorneys.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

cc: Mr. P. M. Stephenson
Mr. Tom Edwards
Mr. Ivan Merchant
Mr. G. E. Rohde

RECEIVED
APR 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

Original signed by
A. W. Parsons
Div. Engineer

March 30, 1965

08-35.DA

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

A. W. Parsons, Division Engineer
Salem, Oregon

West Marquam Project I-5-6(50)301
Fence Line Change and New Approach Road Construction

We concur in your proposed revision of the additional approach road to Moody Street as explained in Mr. Merchant's letter of March 29, 1965. Since heavy and long trucks use this access road and the access originally planned was not workable we feel the change is justified. Your proposed change does not appear to affect the access control and is considered a minor design alteration.

Orig. to Merchant
3-31-65

RECEIVED
K. H. KLARDE

RECEIVED
MAR 16 1965
FOR FILING
I-5-6(50)301
6254

Salem, Oregon
March 15, 1965

Mr. I. D. Marchant
Bridge Engineer

BUILDING

I note that the Bureau of Public Roads Intermediate Construction Inspection Report for the West Marquam Interchange, Project I-5-6(50)301 takes exception to a rigid frame at Pier 5 being wracked out of position.

Will you please explain what is meant by Mr. Schell's comments and as to the seriousness thereof.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
att.

cc Mr. Forrest Cooper
Mr. Victor D. Wolfe

Mr. Lloyd P. Shaw

cc: OSHD(L P Shaw)
OSHD(Bridge Div)
Region
Wash DC

U. S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

mlg

INTERMEDIATE CONSTRUCTION INSPECTION REPORT

(PPM 20 6)

Region No	Report No	County	State
8	13	Multnomah	Oregon
Date of inspection	**Inspection made by**		**Project No.**
2-17-65	H. A. Scheil, Area Engineer		I-5-6(50)301

In company with
J. Howard, Res Engr, OSHD; D. Olsen, Bridge Engr, BPR

Quality of work	Progress of work	Time elapsed	Work completed	Est. compl. end of month
Unsatisfactory (See below)	Satisfactory	63 %	83 %	85 %

Remarks: (1) Completed work; (2) Work in progress; (3) Comments and recommendations

WEST MARQUAM INTERCHANGE

(1) A-line structure:
Substructure complete
Superstructure: All steel beam girders in place for Spans A1a through AD.

B-line structure:
Substructure complete
Superstructure: The curbs are poured through Span B10, girders are in place from Span B11 through BC and deck reinforcement is in place for Span B14.

C-line structure:
Substructure complete
Superstructure: Curb has been poured for Spans C2 through C4, and the rail has been poured for Span C5 through C14. Span C13 has been sandblasted and painted. Spans C10, C11, and C12 are partially painted.

D-line structure:
Substructure complete
Superstructure: Girders are in place, Spans D1 through D4. Curb is poured for Spans D5 through D14.

E-line structure:
Substructure complete except Bent E-6
Superstructure is complete with the exception of the left curb and rail in Span F1. Sandblasting and painting is complete on Spans F4, F6, and part of Spans F13 and F14.

(2) E-line structure: Seven men are placing reinforcing steel for the deck in Span E14. Seven men are forming EC span.

C-line structure: Five men are unloading reinforcing steel adjacent Span C1 for the deck. In Span C10 three men are painting and sandblasting the girders.

(more)

EDITION OF 1-59 MAY BE USED

F-line structure: One man is cleaning up.

(3) Claims and additional work: On May 27, 1964 the contractor submitted a claim asking for additional money for an increase in the splice plate thicknesses, added stiffners, shear stud installation, some milling not specifically detailed, beam length increase, a flange plate change, and pin-size alteration. This work was all accomplished under revision of the plans, and was initially mentioned in part by Inspection Report No. 7, dated June 25, 1964. The contractor claims additional expense of $1656. The State feels that most of this increase in cost can be absorbed in the unit bid prices. This will amount to approximately $525. There will probably be, however, some minor adjustments for alterations that were necessary in which the bid quantities do not sufficiently compensate the fabricator for their correction. The Resident Engineer recommends an adjustment not over $217. To date we have not had an official submission of this claim from the State.

There will be an extra cost for the oided manhole hatch in the crossbeam of Bent A15 - B1. This detail was not in the original plans and was felt necessary for future maintenance of this bowed crossbeam.

The contractor is requesting additional time due to the interference from the Harbor Drive structure for construction of his A-line. It will be virtually impossible for him to complete the A-line by July 1st, and therefore his request for additional time due to circumstances beyond his control is deemed valid at this time.

At Bent 56 the end span is to be completed by the end of April. The adjacent contractor cannot finish the approach grading because of inclement weather, and therefore the contractor wants additional time to complete this phase of the work. It is possible he might ask for additional money in order to grade the end of this ramp, for this work was not anticipated in his original contract.

The rigid frame at Pier 5 has wracked in the longitudinal direction approximately 1 1/2 inches on the top chord. This distortion apparently is due to the eccentric load from the adjacent span. The distortion at this center of the crossbeam is greater than at the ends, indicating torsion in the crossbeam, in addition to some rotation in the columns at the bottom of this crossbeam. Although this distortion is not considered too serious, it does present a very difficult problem in alignment of finger plates in the top chord area. At this portal the adjustment

(over)

of the beveled shim plate by additional shims and millwork will probably suffice in correcting this condition. It is felt that the State should investigate the beam torque, frame bending and fatigue at the junction of the rigid frame legs and I-beam.

There appears to be some difficulty in access to the Adler and Alaska Junk property, and one of the property owners has objected to the location of the existing access road. The State is now studying this problem.

Linear dimensions: The following linear measurements were taken and were found to be in reasonable conformance with plans:

Item measured	Measurement	Plan Requirement
Transverse deck steel, Span 314	No. 5 bars, 9 spaces, 80"	85 1/2"
Top deck steel	6 1/8"	6"
Bolt tension, Bent C5 crossbeam	770 to 860	Av. 550 (Field calibrated tension)

During this inspection the painting was reviewed and the paint cans being used were found to have the Oregon State Highway Department seal and red lead was timed for the different coats. There were no runs, and painting appeared adequate. All sand-blasting was exposing gray metal and was considered satisfactory.

General comments: During the past two months this project has not been inspected due to flood conditions, flood estimating, and the inclement weather. All bents west of the Sheridan St. structure were inundated due to the flood waters experienced in and around Christmas Day.

RECEIVED
DEC 8 - 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 3, 1964

NOTED
LLOYD P. SHAW

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

NOTED
LLOYD P. SHAW

Dear Mr. Parsons:

West Marquam Interchange
Contract No. 6354
Federal Aid Project No. I-5-6(50)301

Reference is made to H. A. Schell's inspection report on "Piling Procedure Exercised by Field", dated 9/15/64.

Comments on the recommendations (See Page 2 of the report) and some other items of the report are as follows:

(1) Prior to 1939 we bought and paid for piling on a lineal foot basis for piling in-place in the completed work. This is a satisfactory method when final quantities hit the bid quantities within reasonable tolerances, but with piling in Oregon they seldom come out that way. We were continually faced with making pay adjustments to account for changed conditions due to various and sundry reasons. The contractors did not like the measurements and payment specification and the situations it created and neither did we. After several conferences with the contractors and several trial specifications we adopted our current-order list-buy piling per foot-drive per each-measurement and payment specification and have been using it with very satisfactory results since 1939. Right now I am reluctant to modify our present procedure except for special conditions.

(2) Sounds like a reasonable procedure and should be applicable to steel piling when the order list or other conditions require lengths in excess of stock lengths.

We tried it on a recent job (Banfield Interchange - B, C, D, and E Structures) and the successful bidders bid the same price for both types of splices. Only one bidder out of six gave us a figure that came close to our estimate of

cost for a ground splice. Our estimated figure was $10.00 and the bids ranged from $18.00 to $55.00. We want to try the procedure or something similar again when we get a job where conditions warrant it.

(3) My only comment on this is to say somebody went against current operating orders and instructions.

(4) Residents are instructed to require a contractor to weigh a gravity hammer in his presence, if the resident has reason to doubt the weight the contractor claims for the hammer.

Our new Specification (1964) requires a minimum 3,000 pound gravity hammer.

(5) This is normally a minor item not worth too much consideration. Laboratory bills a job for inspection of this type on a unit price basis. State will accept an auditor's citation for inspection costs on piling not incorporated in the final work.

Laboratory Report 672495 (See Page 3)

Investigation indicates this to be a paper mixup. If inspectors follow standard operating procedures and instructions only acceptable materials are used in the completed work.

Lead and Ground Splices (See Page 6)

See Item 2 herein.

Pay Length

See Item 1 herein.

We are currently preparing our construction specifications for the East Marquam Approach job which requires a considerable footage of steel piling. Our proposed specification for this work is attached. The principal aim in the preparation of this specification is to eliminate large residue of pile cutoffs to the greatest extent possible and to give the contractor a bidding basis that eliminates unforeseen costs as much as possible.

Very truly yours,

Ivan D. Marchant
Bridge Engineer

CAG/ja/mm
cc: Mr. P. M. Stephenson
Mr. L. P. Shaw
Mr. C. H. Maison
Mr. L. H. Young

PROPOSED

E. MARQUAM INTERCH. PILE SPECS.

SECTION 403 - PILES

Article 403-2.2 Steel Piles (Supplement)

Approximately 11,270 lin. ft. of the piling required for this project shall be State furnished piling. All additional piling required for the project shall be furnished by the contractor.

The State has sections of 10 BP 42 steel piling varying in length from 6 to 50 feet stockpiled at three locations in the vicinity of Portland. The locations of these stockpiles, the approximate number of sections and approximate total length of these piling sections are as follows :

Location	Approx. No. of Sections	Approx. Total Lin. Ft.
82nd St. Maintenance Yard at S. E. 82nd St. & Harmony Rd. about 2 miles south of Portland city limits.	85	1,180
Sunset Maintenance Yard on Sunset Hwy. about 3 miles west of Sylvan.	514	9,460
Troutdale Maintenance Yard at the City of Troutdale	79	630
TOTALS	678	11,270

Prior to driving any pile the contractor shall pick up these piling sections at the
the above listed yards and haul the sections to a job site storage yard where they will be stacked in an orderly manner for rehandling and segregated by sizes as follows:

All up to and including 10 ft. in length
All more than 10 and up to and including 20 ft. in length
All more than 20 and up to and including 30 ft. in length
All more than 30 and up to and including 40 ft. in length
All more than 40 and up to and including 50 ft. in length

Article 403-3.1 Preparation for Driving (Supplement)

(A) Excavation - At locations called for by the plans and at such other locations as determined by the engineer, the contractor shall core drill holes for piles and upon completion of driving of piles shall backfill these holes with clean sand.

(B) Splicing piles - Portions of State-furnished pile sections damaged by previous driving shall be cut away and disposed of in a manner satisfactory to the engineer. Splicing of piles may be done on the ground or in the leads at the contractor's option. Piles shall be straight and true and shall be suitable for driving in all respects.

Article 403-3.6 Order List for Piling (Supplement)

The project will require 1,133 piles varying in length from approximately 60 to 130 feet with an estimated total length of 105,195 lin. ft. This will require approximately 93,925 lin. ft. of piling to be furnished by the contractor to supplement the 11,270 lin. ft. of State-furnished piling.

The contractor shall initially furnish not more than 70,000 lin. ft. of piling in 60-foot lengths. The contractor shall furnish the remainder of required piling in 60-foot lengths upon completion of test pile driving. From the piling initially furnished and the State-furnished pile sections, the contractor shall fabricate and drive two test piles in each footing at the plan location determined by the engineer and at lengths as determined by the engineer.

Upon completion of driving of the test piles at any footing, the engineer will furnish to the contractor a piling length for that footing.

Piles of required lengths shall be fabricated from contractor furnished piling, State-furnished pile sections, or from a combination of both in such a manner as will result in the most economical use of piling to the State.

The determination of the most economical use of contractor furnished piling and State furnished sections shall be by the engineer and the engineer, at his option, may order any combination of State furnished pile sections and contractor furnished piling fabricated into pile lengths required by the piling list.

Article 403-5.1 Basis of Payment (Supplement)

Payment for core drilling for piles and furnishing and placing backfill in core holes as hereinbefore specified will be made at the unit bid for the item:

1. Core Drilling (Lin. Ft.)

Payment for the above item shall be understood to be full and complete payment for performance of core drilling and for furnishing and placing backfill sand in the drilled holes after piles are driven.

Payment for loading State furnished pile sections at the "stockpiles" hereinbefore listed and hauling these sections to the job site; for segregating and stacking at the job site; and for moving to fabricate required lengths will be made on the basis of the lump sum amount bid for the item:

1. Haul Pile Sections

Payment for splicing State-furnished pile sections and contractor furnished piling or any combination thereof will be made at the unit price bid for the item:

1. Splice Steel Piles

The contractor will be paid for each pile splice made as authorized and accepted by the engineer. This payment will be made whether the splice is made "on the ground" or "in the leads". Payment for the above item shall be understood to be payment for preparing the piles and pile sections for welding, including the cutting off and disposal of any damaged pile sections. Any splice made that is not authorized by the engineer or made for the contractor's convenience will be made at the contractor's expense.

Payment for driving each test pile will be made at the unit price bid per each for the item:

1. Drive Test Piles

Payment for driving all other piles will be made at the unit price bid per each for the item:

1. Drive Steel Piles

RECEIVED
SEP 23 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. L. P. Shaw

September 15, 1964

Original signed by
T. Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
Salem, Oregon

Inspection-in-Depth on File Driving
West Marquam Interchange, Oregon Project I-5-6(50)301

We are transmitting a copy of Area Engineer H. A. Scholl's Inspection-in-Depth report on the above subject.

Several of the large bridge projects indicate pile record problems which we feel could be corrected by a change in your specifications. Some of the items have been discussed informally with your bridge officials. A summary of suggestions is given on page two of the report.

Please advise us of remedial action you contemplate to correct any of the deficiencies listed.

Attachment

Original to
Headquarters attachment
9-23-64

P. M. Stylemen

STATE COPY

Monthly transaction number	Form -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
72/49		Oregon
Project report number	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County
3-4 10		Multnomah
		Project number
		I-5-6(50)301

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on 1-22-64, 19___, is hereby modified as follows:

Revised estimated total cost of project $ 5,035,250.00

Revised Federal funds $ 4,632,000.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 15 day of July, 19 64.

Oregon State Highway Department
(Official name of Highway Department)

By Lloyd D. Stowe

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. H. Parsons
Division Engineer

By: L R Backlund
L. R. Backlund
Administrative Mgr.

USComm-DC 11170

RECEIVED
JUL 23 1964
[illegible]

Oregon State Highway Department

Federal Aid
Project No. I-5-6(50)302

[illegible]

[illegible]

(Estimate as a basis for notification of project agreement. Based on low bid prices. Revised to include all work outlined in PS & E status.)

Salem, Oregon, July 2, 1964

Tree Code 8370
[illegible] Interchange (Cr 1857)(Sta. "A" 466+31.50 to Sta. "B" 495+30)(Cont. 6254)

Structure

Remove Buildings, Building Foundations, Etc.	All Required		$ 13,000.00
Shoring, Cribbing, Etc.	All Required		200,000.00
Structural Excavation	10,000 cu. yds.	$ 2.00	20,000.00
Structural Excavation Below Elevation Shown	1,000 cu. yds.	3.00	3,000.00
Selected Backfill	450 cu. yds.	4.00	1,800.00
Core Drilling	600 lin. ft.	2.00	1,200.00
Furnish Treated Timber Piling	54,220 lin. ft.	1.10	59,642.00
Furnish 10" BP 42# Steel Piling	113,945 lin. ft.	3.20	364,624.00
Drive Timber Piles	1,213 only	50.00	60,650.00
Drive Steel Piles	1,399 only	75.00	104,925.00
Splice Steel Piles	300 lin. ft.	25.00	7,500.00
Class "A" Concrete (23,734 cu. yds.)	All Required		1,190,000.00
50'-55' Type III Prestressed Beams	16 only	950.00	15,200.00
55'-60' Type III Prestressed Beams	19 only	1,000.00	19,000.00
60'-65' Type III Prestressed Beams	1 only	1,000.00	1,000.00
75'-80' Type IV Prestressed Beams	4 only	1,600.00	6,400.00
80'-85' Type IV Prestressed Beams	43 only	1,500.00	64,800.00
Metal Reinforcement (4,754,000 lbs.)	All Required		500,000.00
Structural Steel (Carbon 1,286,000 lbs; Low alloy 6,845,000 lbs.)	All Required		1,700,000.00
Metal Parapet Railing	17,000 lin. ft.	3.40	57,800.00
Preparation of Slopes	140 sq. yds.	4.00	560.00
Concrete Slab Riprap	140 sq. yds.	9.00	1,260.00
3/8 Inch Electrical Conduct	40 lin. ft.	6.30	252.00
1 Inch Electrical Conduct	600 lin. ft.	1.05	630.00
1 1/4 Inch Electrical Conduct	10,500 lin. ft.	1.00	10,500.00
8 Inch Standard Steel Pipe	4,700 lin. ft.	12.00	56,400.00
			$4,424,143.00

Retaining Walls

Structural Excavation	900 cu. yds.	4.00	3,600.00
Structural Excavation Below Elevation Shown	100 cu. yds.	5.00	500.00
Selected Backfill	1,000 cu. yds.	4.00	4,000.00
Furnish Treated Timber Piling	3,900 lin. ft.	1.10	4,309.00
Drive Timber Piles	57 only	50.00	2,850.00
Class "A" Concrete	540 cu. yds.	50.00	27,000.00
Metal Reinforcement	76,000 lbs.	0.12	9,120.00
Metal Parapet Railing	500 lin. ft.	3.40	1,700.00
1 1/4 Inch Electrical Conduct	270 lin. ft.	1.20	324.00
			$53,483.00

Roadwork

Drainage Excavation, Unclassified	3,650 cu. yds.	4.70	17,155.00
Loose Riprap	20 cu. yds.	6.30	126.00
8 Inch Sewer Pipe	2,700 lin. ft.	2.60	7,020.00
12 Inch Sewer Pipe	950 lin. ft.	4.20	3,990.00
15 Inch Sewer Pipe	80 lin. ft.	5.25	420.00
18 Inch Sewer Pipe	800 lin. ft.	5.75	4,600.00
21 Inch Sewer Pipe	100 lin. ft.	6.30	630.00
24 Inch Sewer Pipe	370 lin. ft.	6.80	2,516.00
27 Inch Reinforced Sewer Pipe	390 lin. ft.	9.30	3,610.00
15 Inch Corrugated Metal Pipe	220 lin. ft.	4.75	1,045.00
21 Inch Extra Strength Concrete Pipe	225 lin. ft.	9.50	2,137.50
Extra For Pipe Under Pavement	400 lin. ft.	3.15	1,260.00
Extra For Pipe Under Railroad	All Required		3,200.00
8 Inch Perforated Metal Drain Pipe	820 lin. ft.	2.60	2,132.00
8 Inch Metal Drain Pipe	190 lin. ft.	2.60	494.00
Special Backfill in Drains	100 cu. yds.	5.25	525.00
Concrete Inlets, Type B	60 only	85.00	5,100.00
Concrete Manholes, 6 feet or less deep	5 only	320.00	1,600.00
Concrete Manholes, 6 feet to 12 feet deep	12 only	420.00	5,040.00
Concrete Manholes, Over 12 feet deep	5 only	525.00	2,625.00
Step Manholes	1 only	420.00	420.00
Type 2 Barricade	1,000 lin. ft.	3.00	3,000.00
Rail End Pieces	5 only	5.00	25.00
Salvage and Stockpile Type 2 Barricade	1,000 lin. ft.	0.70	700.00
Guard Rail - Salvaged Median Barrier	700 lin. ft.	1.70	1,190.00
6 foot Chain Link Fence	3,000 lin. ft.	2.00	6,000.00
12' x 6' Chain Link Gate	2 only	105.00	210.00
Re-establish Irrigation System	All Required		1,000.00
Construct Access Road	All Required		4,000.00
Concrete Curbs	8 cu. yds.	66.00	528.00
Type "A" Signs in Place	403 sq. ft.	6.30	2,538.90
Type "D" and "H" Signs in Place	13 sq. ft.	4.00	52.00

Type "P" Signs in Place	18 sq. ft.	4.00	72.00
Overhead Sign Illumination Equipment	All Required		2, 600.00
Flashing Beacon Heads	All Required		500.00
			$88,961.40
Flagging (57½ of Contractors Cost)	All Required		1,000.00
Removal Building, Extra work:	All Required		500.00
			$ 1,500.00

Utilities

Work by Pacific N. W. Bell Tel. Co.	All Required	$ 1,400.00
Work by N. W. Natural Gas Co.	All Required	788.90
Work by Pacific Power & Light	All Required	4,757.33
Work by City of Portland	All Required	3,366.53
		$10,312.76
	Subtotal	$4,577,500.16
	10% of Engr. & Cont.	457,749.84
	Total	$5,035,250.00

Length of Structure . . . . . 0.360 Miles

Federal Funds	$4,632,000.00
State Funds	403,250.00
	$5,035,250.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maintenance: Chap. 529, Laws 1939.

[redacted]

Project No. I-5-6(50)301

Estimated cost of work by the Northwest Natural Gas Co.

Labor	$314.17
Materials	330.6[illegible]
Equipment	44.05
[illegible]	100.00
	$786.90

Estimated cost of work by the Pacific N. W. Bell Tel. Company.

Labor	$ 261.00
Materials	313.00
Equipment	31.00
Contract Work	905.00
	$1,400.00

Estimated cost of work by City of Portland.

Water

Labor	$1,108.97
Material	2,019.92
Equipment	237.64
	$3,366.53

Estimated cost of work by the Pacific Power and Light Company.

Installation Cost

Materials	$1,421.02
Labor	1,577.44
Equipment	222.74
Contingencies, Etc.	741.52
	$3,965.52

Removal Costs

Labor	977.56
Equipment	102.50
Salvage Credit	- 288.25 Credit
	$ 791.81

Total	$4,757.33

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.

RECEIVED JAN 24 1964 FOR FILING

FORM R-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Multnomah

PROJECT NO.: I-5-6(50)301

PROJECT REPORT NO.: 7

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Marquam Br. W. Approach Span

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	9-16-63	0.360
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 5,026,313.00	$ 4,624,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Shaw
Asst. State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

/s/ By: L. F. Backlund, Administrative Asst.

Date executed by Division Engineer January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

"Use of a schedule of liquidated damages greater than the amount prescribed by PPM 21-7(2) is approved"

FORM PR-2, FEDERAL-AID PROJECT AGREEMENT (SUPPLEMENT)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

THE STATE HIGHWAY DEPARTMENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE RULES AND REGULATIONS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, COLOR OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER No. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY CREATED THEREBY.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER No. 11114 OF JUNE 22, 1963, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SAID COMMITTEE, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER No. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN THE SAID EXECUTIVE ORDER OR BY RULE, REGULATION OR ORDER OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, OR AS OTHERWISE PROVIDED BY LAW.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY ISSUED PURSUANT TO SECTION 303 OF EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE BUREAU OF PUBLIC ROADS MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE BUREAU, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES."

THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE IN ANY FEDERALLY ASSISTED CONSTRUCTION WORK WHICH IT PERFORMS ITSELF OTHER THAN THROUGH THE PERMANENT WORK FORCE DIRECTLY EMPLOYED BY AN AGENCY OF GOVERNMENT.

THE STATE HIGHWAY DEPARTMENT AGREES THAT IT WILL COOPERATE ACTIVELY WITH THE BUREAU OF PUBLIC ROADS AND THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE COMMITTEE, THAT IT WILL FURNISH THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE BUREAU OF PUBLIC ROADS IN THE DISCHARGE OF THE BUREAU'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE. THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11114 WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925 AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE BUREAU OF PUBLIC ROADS OR THE COMMITTEE PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925. IN ADDITION, THE STATE HIGHWAY DEPARTMENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS THE BUREAU OF PUBLIC ROADS MAY CANCEL, TERMINATE OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE), MAY REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE UNDER ANY OF ITS PROGRAMS SUBJECT TO EXECUTIVE ORDER 11114 UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH STATE HIGHWAY DEPARTMENT, OR MAY REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

Oregon State Highway Department

Federal Aid
Project No. I-5-6(50)301

WEST MARQUAM INTERCHANGE UNIT (APPROACH STRUCTURES)

OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 22, 1963

Type Code X971
West Marquam Interchange (Br. #6591)(Sta. "5W" 466+31.50 to Sta. "05" 485+30)
(Contract 6354)

Structure				
Remove Building, Building Foundations, etc.	All Required			$ 13,000.00
Shoring, Cribbing, etc.	All Required			200,000.00
Structural Excavation	10,000	cu.yds.	$ 2.00	20,000.00
Structural Excavation Below Elevatio Shown	1,000	cu.yds.	3.00	3,000.00
Selected Backfill	450	cu.yds.	4.00	1,800.00
Core Drilling	600	lin.ft.	2.00	1,200.00
Furnish Treated Timber Piling	54,220	lin.ft.	1.10	59,642.00
Furnish 10 BP 42 Steel Piling	113,945	lin.ft.	3.20	364,624.00
Drive Timber Piles	1,213	only	50.00	60,650.00
Drive Steel Piles	1,399	only	75.00	104,925.00
Splice Steel Piles	300	lin.ft.	25.00	7,500.00
Class "A" Concrete (23,734 cu.yds.)	All Required			1,150,000.00
50' - 55' Type III Prestressed Beams	16	only	950.00	15,200.00
55' - 60' Type III Prestressed Beams	19	only	1,000.00	19,000.00
60' - 65' Type III Prestressed Beams	1	only	1,000.00	1,000.00
75' - 80' Type IV Prestressed Beams	4	only	1,600.00	6,400.00
80' - 85' Type IV Prestressed Beams	43	only	1,600.00	68,800.00
Metal Reinforcement (4,754,000 lbs.)	All Required			500,000.00
Structural Steel (Carbon 1,286,000 lbs.) (Low Alloy 6,845,000 lbs.)	All Required			1,700,000.00
Metal Parapet Railing	17,000	lin.ft.	3.40	57,800.00
Preparation of Slopes	140	sq.yds.	4.00	560.00
Concrete Slab Riprap	140	sq.yds.	9.00	1,260.00
3/8-inch Electrical Conduit	40	lin.ft.	6.30	252.00
1-inch Electrical Conduit	600	lin.ft.	1.05	630.00
1-1/4-inch Electrical Conduit	10,500	lin.ft.	1.00	10,500.00
8-inch Standard Steel Pipe	4,700	lin.ft.	12.00	56,400.00
				$4,424,143.00
Retaining Walls				
Structural Excavation	900	cu.yds.	4.00	3,600.00
Structural Excavation Below Elevation Shown	100	cu.yds.	5.00	500.00
Selected Backfill	1,000	cu.yds.	4.00	4,000.00

Furnish Treated Timber Piling	3,990	lin.ft.	$ 1.10	$ 4,389.00
Drive Timber Piles	57	only	50.00	2,850.00
Class "A" Concrete	540	cu.yds.	50.00	27,000.00
Metal Reinforcement	76,000	lbs.	0.12	9,120.00
Metal Parapet Railing	500	lin.ft.	3.40	1,700.00
1-1/4-inch Electrical Conduit	270	lin.ft.	1.20	324.00
				$ 53,483.00
Roadwork				
Drainage Excavation, Unclassified	3,650	cu.yds.	4.70	17,155.00
Loose Riprap	20	cu.yds.	6.30	126.00
8-inch Sewer Pipe	2,700	lin.ft.	2.60	7,020.00
12-inch Sewer Pipe	950	lin.ft.	4.20	3,990.00
15-inch Sewer Pipe	80	lin.ft.	5.25	420.00
18-inch Sewer Pipe	800	lin.ft.	5.75	4,600.00
21-inch Sewer Pipe	100	lin.ft.	6.30	630.00
24-inch Sewer Pipe	370	lin.ft.	6.80	2,516.00
27-inch Reinforced Sewer Pipe	380	lin.ft.	9.50	3,610.00
15-inch Corrugated Metal Pipe	220	lin.ft.	4.75	1,045.00
21-inch Extra Strength Concrete Pipe	225	lin.ft.	9.50	2,137.50
Extra for Pipe under Pavement	400	lin.ft.	3.15	1,260.00
Extra for Pipe under Railroad	All	Required		3,200.00
8-inch Perforated Metal Drain Pipe	820	lin.ft.	2.60	2,132.00
8-inch Metal Drain Pipe	190	lin.ft.	2.60	494.00
Special Backfill in Drains	100	cu.yds.	5.25	525.00
Concrete Inlets, Type B	60	only	85.00	5,100.00
Concrete Manholes, 6 feet or less deep	5	only	320.00	1,600.00
Concrete Manholes, 6 feet to 12 feet deep	12	only	420.00	5,040.00
Concrete Manholes, over 12 feet deep	5	only	525.00	2,625.00
Step Manholes	1	only	420.00	420.00
Type 2 Barricade	1,000	lin.ft.	3.00	3,000.00
Rail End Pieces	5	only	5.00	25.00
Salvage and Stockpile Type 2 Barricade	1,000	lin.ft.	0.70	700.00
Guard Rail-Salvaged Median Barrier	700	lin.ft.	1.70	1,190.00
6-foot Chain Link Fence	3,000	lin.ft.	2.00	6,000.00
12' x 6' Chain Link Gate	2	only	105.00	210.00
Re-establish Irrigation System	All	Required		1,000.00
Construct Access Road	All	Required		4,000.00
Concrete Curbs	8	cu.yds.	66.00	528.00
Type "A" Signs in Place	403	sq.ft.	6.30	2,538.90
Type "D" and "E" Signs in Place	13	sq.ft.	4.00	52.00
Type "M" Signs in Place	18	sq.ft.	4.00	72.00
Overhead Sign Illumination Equipment	All	Required		2,600.00
Flashing Beacon Heads	All	Required		500.00
				$ 88,061.40
Flagging (57½¢ of Contractor's Cost)	All	Required		$ 1,000.00
Remodel Building, Extra Work	All	Required		500.00
				$ 1,500.00

Utilities		
Work by Pacific N.W.Bell Tel. Co.	All Required	$ 1,400.00
Work by N.W. Natural Gas Co.	All Required	788.90
		$ 2,188.90
	Subtotal	$4,569,376.30
	10% Engr. & Cont.	456,936.70
	Total	$5,026,313.00

Length of Structure . . . . . 0.360 Miles

Federal Funds	$4,624,000.00
State Funds.	402,313.00
	$5,026,313.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

WORK RETAINED BY P.S.& L. STATE

Description	Total Cost	Federal Funds	State Funds
Work by Pacific Power & Light Co.	$ 4,950.00	$ 4,500.00	$ 450.00
Work by City of Portland	18,700.00	17,200.00	1,500.00
	$23,650.00	$21,700.00	$1,950.00

WEST MADISON INTERCHANGE UNIT (APPROACH STRUCTURES)

PROJECT NO. I-5-6(50)301

Estimated cost of work by the Northwest Natural Gas Co.

Labor	$ 314.17
Materials	330.68
Equipment	44.05
Easements	100.00
	$ 788.90

Estimated cost of work by the Pacific N.W. Bell Tel. Co.

Labor	$ 251.00
Materials	213.00
Equipment	31.00
Contract Work	905.00
	$1,400.00

Oregon State Highway Department

Federal-Aid
Project No. I-5-6(90)301

WEST MARQUAM INTERCHANGE UNIT (APPROACH STRUCTURES)

OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 3, 1963

Type Code X971
West Marquam Interchange (Br. #8591)(Sta. "EF" 466+31.50 to Sta. "C5" 485+30)

Structure			
Remove Buildings, Building Foundations, etc.	All Req.		$ 5,000.00
Shoring, Cribbing, etc.	All Req.		50,000.00
Structural Excavation	10,000 cu.yd.	$ 3.50	35,000.00
Structural Excavation Below Elevation Shown	1,000 cu.yd.	3.50	3,500.00
Selected Backfill	450 cu.yd.	4.00	1,800.00
Core Drilling	600 lin.ft.	5.00	3,000.00
Furnish Treated Timber Piling	54,220 lin.ft.	1.25	67,775.00
Furnish 10" BP 42# Steel Piling	113,945 lin.ft.	3.50	398,807.50
Drive Timber Piles	1,213 only	45.00	54,585.00
Drive Steel Piles	1,399 only	80.00	111,920.00
Splice Steel Piles	300 lin.ft.	35.00	10,500.00
Class "A" Concrete (23,734 cu.yd. $70.00)	All Req.		1,661,380.00
50'-55' Type III Prestressed Beams	16 only	1,000.00	16,000.00
55'-60' Type III Prestressed Beams	19 only	1,100.00	20,900.00
60'-65' Type III Prestressed Beams	1 only	1,200.00	1,200.00
75'-80' Type IV Prestressed Beams	4 only	1,800.00	7,200.00
80'-85' Type IV Prestressed Beams	43 only	1,850.00	79,550.00
Metal Reinforcement (4,754,000 lb. $0.11)	All Req.		522,940.00
Structural Steel (Carbon 1,286,000 lb. $0.24) (Low Alloy 6,845,000 lb. $0.26)	All Req.		2,088,340.00
Metal Parapet Railing	17,000 lin.ft.	7.00	119,000.00
Preparation of Slopes	140 sq.yd.	1.00	140.00
Concrete Slab Riprap	140 sq.yd.	8.00	1,120.00
3/8-inch Electrical Conduit	40 lin.ft.	2.00	80.00
1-inch Electrical Conduit	600 lin.ft.	1.50	900.00
1 1/4-inch Electrical Conduit	10,500 lin.ft.	2.00	21,000.00
8-inch Standard Steel Pipe	4,700 lin.ft.	14.00	65,800.00
			$5,347,437.50
Retaining Walls			
Structural Excavation	900 cu.yd.	4.00	3,600.00
Structural Excavation Below Elevation Shown	100 cu.yd.	5.00	500.00

Selected Backfill	1,000	cu.yd.	$ 3.50	$ 3,500.00
Furnish Treated Timber Piling	3,990	lin.ft.	1.25	4,987.50
Drive Timber Piles	57	only	45.00	2,565.00
Class "A" Concrete	540	cu.yd.	50.00	27,000.00
Metal Reinforcement	76,000	lb.	0.12	9,120.00
Metal Parapet Railing	500	lin.ft.	6.00	3,000.00
1 1/4-inch Electrical Conduit	270	lin.ft.	2.00	540.00
				$ 54,812.50
Roadwork				
Drainage Excavation, Unclassified	3,650	cu.yd.	4.50	16,425.00
Loose Riprap	20	cu.yd.	6.00	120.00
8-inch Sewer Pipe	2,700	lin.ft.	2.50	6,750.00
12-inch Sewer Pipe	950	lin.ft.	3.25	3,087.50
15-inch Sewer Pipe	80	lin.ft.	4.50	360.00
18-inch Sewer Pipe	800	lin.ft.	5.50	4,400.00
21-inch Sewer Pipe	100	lin.ft.	6.25	625.00
24-inch Sewer Pipe	370	lin.ft.	8.00	2,960.00
27-inch Reinforced Sewer Pipe	380	lin.ft.	9.00	3,420.00
15-inch Corrugated Metal Pipe	220	lin.ft.	4.25	935.00
21-inch Extra Strength Concrete Pipe	225	lin.ft.	5.50	1,237.50
Extra for Pipe Under Pavement	400	lin.ft.	5.50	2,200.00
Extra for Pipe Under Railroad	All	Req.		2,500.00
8-inch Perforated Metal Drain Pipe	820	lin.ft.	2.50	2,050.00
8-inch Metal Drain Pipe	190	lin.ft.	2.50	475.00
Special Backfill in Drains	100	cu.yd.	7.00	700.00
Concrete Inlets, Type B	60	only	110.00	6,600.00
Concrete Manholes, 6 feet or less deep	5	only	275.00	1,375.00
Concrete Manholes, 6 feet to 12 feet deep	12	only	375.00	4,500.00
Concrete Manholes, over 12 feet deep	5	only	450.00	2,250.00
Step Manholes	1	only	2,000.00	2,000.00
Type 2 Barricade	1,000	lin.ft.	4.50	4,500.00
Rail End Pieces	5	only	5.00	25.00
Salvage and Stockpile Type 2 Barricade	1,000	lin.ft.	3.00	3,000.00
Guard Rail-Salvaged Median Barrier	700	lin.ft.	1.50	1,050.00
6-feet Chain-Link Fence	3,000	lin.ft.	2.25	6,750.00
12' x 6' Chain-Link Gate	2	only	150.00	300.00
Re-establish Irrigation System	All	Req.		1,500.00
Construct Access Road	All	Req.		3,500.00
Concrete Curbs	8	cu.yd.	50.00	400.00
Type "A" Signs in Place	403	sq.ft.	6.70	2,700.10
Type "D" and "R" Signs in Place	13	sq.ft.	3.65	47.45
Type "H" Signs in Place	18	sq.ft.	4.05	72.90
Overhead Sign Illumination Equipment	All	Req.		3,400.00
Flashing Beacon Heads	All	Req.		800.00
				$ 93,015.45

Flagging (57½% of Contractor's Cost)	All Req.	$ 1,000.00
Remodel Building, Extra Work	All Req.	500.00
		$ 1,500.00
Utilities		
Work by City of Portland	All Req.	$ 17,000.00
Work by Pacific N.W. Bell Tel. Co.	All Req.	1,500.00
Work by N.W. Natural Gas Co.	All Req.	788.90
Work by Pacific Power & Light Co.	All Req.	4,500.00
		$ 24,500.00
	Subtotal	$5,521,265.45
	10% Engr. & Cont.	552,125.55
	Total	$6,073,391.00

Length of Structure - - - - - - - - 0.360 Mile

Federal Funds - - - - - - - -

WEST MARQUAM INTERCHANGE UNIT (APPROACH STRUCTURES)

PROJECT NO. I-5-6(50)301

Estimated cost of work by the Northwest Natural Gas Company.

Labor	$314.17
Materials	330.68
Equipment	44.05
Easements	100.00
	$788.90

H. MARQUAM INTERCHANGE APPROACH STRUCTURES

PROJECT NO. I-5-6(50)301

Prestressed Beam Quantities

50'-55' Beams Type III

Overhead			$ 150.00
Class "AA" Concrete	8.28 cu.yd.	$53.00	438.50
Prestress Steel	692 lb.	0.40	277.50
Metal Reinforcement	800 lb.	0.12	96.00
			$ 962.00

55'-60' Beams Type III

Overhead			$ 150.00
Class "AA" Concrete	8.77 cu.yd.	$53.00	465.00
Prestress Steel	756 lb.	0.40	302.50
Metal Reinforcement	833 lb.	0.12	99.96
			$1,317.46

60'-65' Beams Type III

Overhead			$ 150.00
Class "AA" Concrete	9.03 cu.yd.	$53.00	479.00
Prestress Steel	821 lb.	0.40	328.50
Metal Reinforcement	855 lb.	0.12	102.60
			$1,060.10

75'-80' Beams Type IV

Overhead			$ 150.00
Class "AA" Concrete	16.99 cu.yd.	$53.00	900.00
Prestress Steel	1,617 lb.	0.40	646.50
Metal Reinforcement	1,206 lb.	0.12	144.72
			$1,841.22

80'-85' Beams Type IV

Overhead			$ 150.00
Class "AA" Concrete	17.48 cu.yd.	$53.00	926.00
Prestress Steel	1,636 lb.	0.40	654.00
Metal Reinforcement	1,232 lb.	0.12	147.84
			$1,877.84

Oregon State Highway Department

Federal-Aid
Project No. I-5-6(50)301

WEST MARQUAM INTERCHANGE UNIT (APPROACH STRUCTURES) OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon September 11, 1963

Type Code X971
West Marquam Interchange (Br. #8591) (Sta. "EB" 466+31.50 to Sta. "CS" 485+30)

Structures

Remove Buildings, Building Foundations, Etc.	All Required			$ 5,000.00
Shoring, Cribbing, Etc.	All Required			50,000.00
Structural Excavation	10,000	cu.yds.	$ 3.50	35,000.00
Structural Excavation Below Elevation Shown	1,000	cu.yds.	3.50	3,500.00
Selected Backfill	450	cu.yds.	4.00	1,800.00
Core Drilling	600	lin.ft.	5.00	3,000.00
Furnish Treated Timber Piling	53,940	lin.ft.	1.25	67,425.00
Furnish 10" BP 42# Steel Piling	114,225	lin.ft.	3.50	399,787.50
Drive Timber Piles	1,204	only	45.00	54,180.00
Drive Steel Piles	1,403	only	80.00	112,240.00
Splice Steel Piles	300	lin.ft.	35.00	10,500.00
Class "A" Concrete (23,716 cu.yds. $70.00)	All Required			1,660,120.00
50'-55' Type III Prestressed Beams	16	only	1,000.00	16,000.00
55'-60' Type III Prestressed Beams	19	only	1,100.00	20,900.00
60'-65' Type III Prestressed Beams	1	only	1,200.00	1,200.00
75'-80' Type IV Prestressed Beams	4	only	1,800.00	7,200.00
80'-85' Type IV Prestressed Beams	43	only	1,850.00	79,550.00
Metal Reinforcement (4,750,000 lbs. $0.11)	All Required			522,500.00
Structural Steel (Carbon 2,286,000 lbs. 0.24) (Low Alloy 6,843,000 lbs. 0.26)	All Required			2,327,820.00
Metal Parapet Railing	17,000	lin.ft.	7.00	119,000.00
Preparation of Slopes	140	sq.yds.	1.00	140.00
Concrete Slab Riprap	140	sq.yds.	8.00	1,120.00
3/8-inch Electrical Conduit	40	lin.ft.	2.00	80.00
1-inch Electrical Conduit	600	lin.ft.	1.50	900.00
1½-inch Electrical Conduit	10,500	lin.ft.	2.00	21,000.00
8-inch Standard Steel Pipe	4,700	lin.ft.	14.00	65,800.00
				$5,585,762.50

Retaining Walls

Structural Excavation	900	cu.yds.	$ 4.00	$ 3,600.00
Structural Excavation Below Elevation Shown	100	cu.yds.	5.00	500.00
Selected Backfill	1,000	cu.yds.	3.50	3,500.00
Furnish Treated Timber Piling	3,990	lin.ft.	1.25	4,987.50
Drive Timber Piles	57	only	45.00	2,565.00
Class "A" Concrete	540	cu.yds.	50.00	27,000.00
Metal Reinforcement	76,000	lbs.	0.12	9,120.00
Metal Parapet Railing	500	lin.ft.	6.00	3,000.00
1½-inch Electrical Conduit	270	lin.ft.	2.00	540.00
				$54,812.50

Roadwork

Drainage Excavation, Unclassified	3,650	cu.yds.	$ 4.50	$16,425.00
Loose Riprap	20	cu.yds.	6.00	120.00
8-inch Sewer Pipe	2,700	lin.ft.	2.50	6,750.00
12-inch Sewer Pipe	950	lin.ft.	3.25	3,087.50
15-inch Sewer Pipe	80	lin.ft.	4.50	360.00
18-inch Sewer Pipe	800	lin.ft.	5.50	4,400.00
21-inch Sewer Pipe	100	lin.ft.	6.25	625.00
24-inch Sewer Pipe	370	lin.ft.	8.00	2,960.00
27-inch Reinforced Sewer Pipe	380	lin.ft.	9.00	3,420.00
15-inch Corrugated Metal Pipe	220	lin.ft.	4.25	935.00
21-inch Extra Strength Concrete Pipe	225	lin.ft.	5.50	1,237.50
Extra for Pipe Under Pavement	400	lin.ft.	5.50	2,200.00
Extra for Pipe Under Railroad	All	Required		2,500.00
8-inch Perforated Metal Drain Pipe	820	lin.ft.	2.50	2,050.00
8-inch Metal Drain Pipe	190	lin.ft.	2.50	475.00
Special Backfill in Drains	100	cu.yds.	7.00	700.00
Concrete Inlets, Type B	60	only	110.00	6,600.00
Concrete Manholes, 6-feet or less deep	5	only	275.00	1,375.00
Concrete Manholes, 6' to 12' deep	12	only	375.00	4,500.00
Concrete Manholes, over 12-feet deep	5	only	450.00	2,250.00
Step Manholes	1	only	2,000.00	2,000.00
Type 2 Barricade	1,000	lin.ft.	4.50	4,500.00
Rail End Pieces	5	only	5.00	25.00
Salvage and Stockpile Type 2 Barricade	1,000	lin.ft.	3.00	3,000.00
Guard Rail-Salvaged Median Barrier	700	lin.ft.	1.50	1,050.00
6-foot Chain Link Fence	3,000	lin.ft.	2.25	6,750.00
12' x 6' Chain Link Gate	2	only	150.00	300.00
Re-establish Irrigation System	All	Required		1,500.00
Construct Access Road	All	Required		3,500.00
Concrete Curbs	8	cu.yds.	50.00	400.00
Type "A" Signs in Place	403	sq.ft.	6.70	2,700.10
Type "D" and "R" Signs in Place	13	sq.ft.	3.65	47.45
Type "M" Signs in Place	18	sq.ft.	4.05	72.90

Overhead Sign Illumination Equipment	All Required	$ 3,400.00
Flashing Beacon Heads	All Required	800.00
		$93,015.45
Flagging (57½ of Contractor's Cost)	All Required	$ 1,000.00
Remodel Building, Extra Work	All Required	500.00
		$ 1,500.00

Utilities

Work by City of Portland	All Required	$17,000.00
Work by Pacific N.W. Bell Tel. Co.	All Required	1,500.00
Work by N.W. Natural Gas Co.	All Required	1,500.00
Work by Pacific Power & Light Co.	All Required	4,500.00
		$24,500.00

Subtotal	$5,759,590.45
10% Engr. & Cont.	575,958.55
Total	$6,335,549.00

Length of Structure . . . . . 0.360 Mile

Federal Funds	$5,828,000.00
State Funds	507,549.00
	$6,335,549.00

W. MARQUAM INTERCHANGE APPROACH STRUCTURES

PROJECT NO. I-5-6(50)301

PRESTRESSED BEAM QUANTITIES

50'-55' Beams Type III

Overhead			$150.00
Class "AA" Concrete	8.28 cu.yds.	$53.00	438.50
Prestress Steel	692 lbs.	0.40	277.50
Metal Reinforcement	800 lbs.	0.12	96.00
			$962.00

55'-60' Beams Type III

Overhead			$ 150.00
Class "AA" Concrete	8.77 cu.yds.	$53.00	465.00
Prestress Steel	756 lbs.	0.40	302.50
Metal Reinforcement	833 lbs.	0.12	99.96
			$1,017.46

60'-65' Beams Type III

Overhead			$ 150.00
Class "AA" Concrete	9.03 cu.yds.	$53.00	479.00
Prestress Steel	821 lbs.	0.40	328.50
Metal Reinforcement	855 lbs.	0.12	102.60
			$1,060.10

75'-80' Beams Type IV

Overhead			$ 150.00
Class "AA" Concrete	16.99 cu.yds.	$53.00	900.00
Prestress Steel	1,617 lbs.	0.40	646.50
Metal Reinforcement	1,206 lbs.	0.12	144.72
			$1,841.22

80'-85' Beams Type IV

Overhead			$ 150.00
Class "AA" Concrete	17.48 cu.yds.	$53.00	926.00
Prestress Steel	1,636 lbs.	0.40	654.00
Metal Reinforcement	1,232 lbs.	0.12	147.84
			$1,877.84

RECEIVED
JUL 16 1964
FORM E-30 50M 3-63 69607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 9, 1964

SUBJECT: Steel Fabrication
West Marquam Interchange
Contract No. 6354

To: Mr. P. M. Stephenson
Assistant State Highway Engineer
O F F I C E

Peter Kiewit Sons Co. are holders of Contract No. 6354 for the construction of the West Marquam Interchange.

This contract includes the fabrication and erection of an estimated 4,560 tons of structural steel for which Gunderson Bros. Corporation of Portland are the fabricators and erectors under subcontract to Peter Kiewit Sons Co. Several items of controversy have arisen between the fabricators, Gunderson Bros. Corporation, and the State during the progress of their fabrication. One of the initial items was over the approval of shop details. It is customary in detailing structural steel to detail individual items or portions completely prior to fabrication. In the early stages of this project, numerous drawings prepared by Gunderson Bros. were returned for correction because they were not complete in all details. A conference was arranged at the request of the prime contractor and his subcontractor at which a method of partial approval of the shop details was worked out.

About June 1 initial steel erection took place in the field, and eight girders were erected at this time and at the initial crossing of Harbor Drive. It was found on the field erection that the upper surface of the bearing shoes had been warped during fabrication as had the bottom flange of the girders over the bearing area. It is unfortunate that this was not picked up by our inspectors prior to shipment and erection. This matter was resolved without removing any structural steel from its erected position. At this time a complete examination of all shoes and bearing assemblies was made, and it was found that all bearing assemblies with a center supporting web were out of flat. Also, at this time an examination was made of girders fabricated but still stored in the yard, and it was found also that a warpage had occurred during the fabrication and the bearing surfaces were out of flat. Both Standard Bridge Specifications and the American Welding Society specifications cover this point, and both of the mentioned specifications are part of this contract.

A meeting was held on June 4 with the contractor in the fabricating shop at which a method was evolved to the satisfaction of all concerned covering those beams fabricated and still in the fabricator's yard. It was pointed out to the fabricator that there were specifications covering the bearing surfaces and that on all future girders it would be expected that these specifications would be adhered to. I am told that all girders fabricated since the meeting on June 4 meet the specifications tolerances. Bearing assemblies which do not meet tolerance requirements were milled by the fabricator. The fabricator was

informed that there would be no additional compensation [redacted] as these requirements were a part of the contract specifications. There is a possibility that some bearing assemblies shipped to the jobsite were returned to the fabricating plant for milling. This could not be confirmed by the Resident Engineer. I am enclosing a copy of a memo of the June 4 meeting in Gunderson's plant.

Gunderson Bros. have been fabricating steel for the State for a number of years and during this time many controversies have arisen with them regarding the quality and workmanship of their product. In all fairness to Gunderson Bros. on the present project, I must state that the welding on the girders is of top quality; the main difficulties falling in areas of work on which a higher degree of fabrication is required to maintain quality control and tolerance requirements.

I have pointed out to Mr. Warren Howe, General Manager of Gunderson Bros., that a knowledge of the specification requirements, tolerances, etc., are a prerequisite to an acceptable finished article. At no time has the State ever asked for anything more than fabricated material meeting the specification requirements, tolerances, and workmanship, and it is believed that the State has leaned over backward to give and take with the fabricator on the practical side of steel fabrication. I have confidence in our inspection forces in the Portland area as I believe them to be well versed in steel fabrication, both from the wording of the specifications and from the practical standpoint.

Ivan D. Merchant
Bridge Engineer

IDM/mm
Attached

NOTED
FORREST COOPER

Salem, Oregon
June 9, 1954

West Marquam Interchange
Pacific Highway
Multnomah County
Bridge No. 8591-Contract No. 6334

MEMO TO FILES:

On Thursday, June 4, 1954, Mr. Roy Tolsrud, Bureau of Public Roads, Mr. I. D. Merchant, T. C. Roake, L. L. Wallace, E. Rief, L. Miller, D. Conley and J. Howard of the Highway Department met at Cunderson Bros. Engineering Co. with Mr. Warren Howe and other members of their firm for the purpose of checking the bearing areas on the plate girders for the subject structure.

It was found that in the process of welding the end stiffeners at the bottom flange plate the ends of the plate were drawn up and warped as much as 1/16" out of flatness. It was also found that in general the area directly under the stiffeners and web plate were flat and true. There were very few exceptions. Due to the fact that this condition was not discovered by either their staff or our inspectors until the first girders were in the air ready to be fastened in place on the structure and in order to make adequate corrections work of erection would be delayed several days and possibly weeks. It was agreed that there being sufficient bearing area which was flat and within the variation as provided in the specifications we would allow Cunderson Bros. to proceed with the placing of the girders on the shoes, welding at the contact and sealing all surfaces either with red lead paste, caulking, or by welding the entire edge of the shoe. It was further agreed that all girders which were not fabricated at this date should have the entire bearing surface between the girder and shoe meet the limitation as to flatness as set forth in the AWS (1/100 of 1"). This is to be done either by changing the procedure in welding or by the elimination of welding the stiffeners to the bottom flange and milling the end of the bearing stiffeners. The welding of the bearing stiffeners to the top flange would continue as shown on the drawings.

Theo. C. Roake
Assistant Bridge Engineer

TCR/um
cc: Mr. Ed. Rief
Mr. John Howard

RECEIVED
JUN 4 - 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Conditional Approval for Action of
Federal
Date APR 30 1964
U.S. Bureau of Public Roads

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name West Marquam Interchange Date May 5, 1964

Highway Pacific Contract No. 6354

County Multnomah Prefix 626-1008

Contractor Peter Kiewit Sons Co. F. A. Project No. I-5-6(50)~~5~~301

Address PO Box 1777, Vancouver, Wash. Order No. 9

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Construct four concrete pedestals; furnish and install four metal median barrier posts in the footing area at Bent C-12. See Attached sketch.
1. Maximum equipment rental rates allowable as per AGC agreement.
2. Percentage allowed contractor is in accordance with executed contract for job.

Location by station numbers: "C" 481+65.50

Estimate of quantities and cost:

Labor	$70.00
Materials	70.00
TOTAL	$140.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") The top of footing at bent C-12 is approximately one foot below finish grade which does not give sufficient imbedment of the wood median posts. Therefore, it is necessary to use the metal ~~on~~ for the concrete pedestals. No provision was made in the contract so this work must be done on a extra work basis.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 5,176,347.00
Present estimate of project cost, including $ 140.00 for work under this order	$ 4,917,900
Expected under-run ~~amount~~ amount	$ 258,447.00
Expected under-run ~~per cent~~ per cent	5.0%

Space to right of this line is for use of Salem Office

Submitted by: J. D. Howard
Resident Engineer

Approval Recommended: Fred L. Hall
Assistant Division Engineer

Approval Recommended:
Construction Engineer or Asst. Bridge Engineer

Approved
Deputy State Highway Engineer
Assistant State Highway Engineer or Office Engineer.

State Printing

original copy To Young 6-4-64

RECEIVED
MAY 12 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

May 4, 1964

By: Original signed by T. Dee
T. Dee
Engineering Coordinator

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-0

Oregon Project I-5-6(50)301, W. Marquam Interchange Section
Pacific Power and Light Company Utility Adjustment

Our memorandum dated September 16, 1963 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated September 17, 1963, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated March 30, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated April 17, 1964. Reimbursement on an agreed lump sum basis of $4,757.33 is approved.

Our program memorandum dated September 13, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

original To Young
cc Morgan
Litchfield
5-11-64

NOTED
LLOYD P. SHAW

RECEIVED
APR 21 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date APR 17 1964 for Dist. Engineer
U.S. Bureau of Public Roads

Project Name West Marquam Interchange Date March 27, 1964

Highway Pacific Contract No. 6354

County Multnomah Prefix 626-1008

Contractor Peter Kiewit Sons' Company F. A. Project No. I-5-6(50)301

Address P. O. Box 1777, Vancouver, Washington Order No. 1 (Supplement)

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Shore and crib footings excavated below elevations shown as required. Backfill with filler concrete revised footings that require stepping to obtain suitable bearing material.

1. Maximum equipment rental rates allowable as per A.G.C. agreement.
2. Percentage allowed contractor is in accordance with executed contract for job.

Location by station numbers:

"F" and "D" Lines.

Estimate of quantities and cost:

Labor	$1,000.00
Equipment	550.00
Materials	50.00
	1,600.00
EWO dated 12-17-63	510.00
TOTAL	$2,110.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Footings on the south end the D & F lines have been revised from pile to spread footings. In most cases it is necessa to excavate below elevations shown and in some instances shoring and cribbing is necessary. Payment for any shoring and cribbing required below elevations shown must be done on a force account basis as per Article 2.1.12 of the Std. Bridge Spec. Filler concrete is anticipated where gravel layer slopes and stepping is necessary.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,176,347.00
Present estimate of project cost, including $2,110 for work under this order	$4,936,600.00
Expected under-run amount	$239,747.00
Expected under-run per cent	4.6%

Space to right of this line is for use of Salem Office

Submitted by: J. D. Howard
Resident Engineer

Approval Recommended: Jean D. Marchant
Construction Engineer or Bridge Engineer

Approval Recommended: Alfred A. Olsen
Assistant Division Engineer

Approved P. M. Kyle
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

NOTED
LLOYD P. SHAW

original To Young 4-21-64

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr. March 17, 1964
Salem, Oregon
Attention: Mr. I. Merchant

By:
A. W. Parsons, Division Engineer Y. Dec
08-35.4-DA Salem, Oregon Engineering Coordinator

Oregon Project I-5-6(50)301
Price Agreement #1
W. Marquam Interchange

Review of Price Agreement #1 and your substantiation, including Mr. Rear's inter-department correspondence, dated February 26, 1964, does not appear to justify the $5,522.00 cost for lowering the left footing at Bent A-8, 6 feet.

Please furnish us with a more detailed breakdown of labor, materials and equipment supporting this cost.

NOTED
LLOYD P. SHAW

Original to Merchant
3-20-64

cc Young
3-25-64

RECEIVED
JUL 1 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date MAR 9 1964
By [illegible]
Title Dist Engr
U.S. Bureau of Public Roads
NOTED
OSHD Supv.

Project Name West Marquam Interchange
Highway Pacific
County Multnomah
Contractor Peter Kiewit Son's Company
Address P. O. Box 2777, Vancouver, Washington

Date March 5, 1964
Contract No. 6354
Prefix 626-1.0(8)
F. A. Project No. I-5-4(50)301
Order No. 10

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Backfill 21" sewer under railroad.
Handman equipment rates allowable as per A.G.C. State Agreement.
Percentage allowable contractor is in accordance with executed contracts for job.

Location by station numbers:

A 506+20 to A 507+25

Estimate of quantities and cost:

Labor	$ 70.00
Materials	50.00
Equipment	30.00
	$150.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
The agreement between the Southern Pacific Railroad and the City of Portland obligated the City to backfill the sewer if it were ever abandoned. This work, on this order, has not begun as of this date.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 5,176,342.0[illegible]
Present estimate of project cost, including $ 150.00 for work under this order	$ 4,961,070.5[illegible]
Expected under-run ~~overrun~~ amount	$ 215,271.5[illegible]
Expected under-run ~~overrun~~ per cent	4.16

Space to right of this line is for use of Salem Office

Submitted by: J. C. Hamel
Resident Engineer

Approval Recommended: [illegible]
Division Engineer

Approval Recommended: [illegible]
Construction Engineer or Bridge Engineer

Approved [illegible]
~~Deputy State Highway Engineer~~, ~~Assistant State Highway Engineer~~ or ~~Office Engineer~~

State Printing

OK - L.L.N original copy To Young 6-30-64

RECEIVED
FEB 10 1964
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

February 5, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons
Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

08-35.EC-DA

Oregon Project I-5-6(30)301, West Marquam Interchange Section
City of Portland, Utility Adjustment

Our memorandum dated September 16, 1963 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

The agreements between the above-mentioned city and the State Highway Commission dated April 10, 1959 and April 13, 1962 covering utility adjustments and traffic control measures were approved by this office on March 7, 1960 and July 9, 1962, respectively. We now approve your Staff Attorney's letter dated September 23, 1963 with exception of reference being made to the April 13, 1962 agreement only. This agreement does not make specific reference to the West Marquam Interchange area being included, but does show two of the connecting ramps, by color coding on exhibit A, as being a part of the Stadium Freeway project. Per telephonic conversation between Messrs. Phil G. Preston and J. H. Hershberger of your Department and J. L. Loeder of this office it was further brought to light that the city agreement entered into April 10, 1959 covered the other ramp connections at the West Marquam Interchange area by similar indirect reference. A legal opinion was given by Mr. Hershberger that this coverage was adequate to constitute the State and City's obligation at the West Marquam Interchange area. Our approval is on the basis of the above additional city agreement coverage and your Utilities & Railroad Attorney's opinion rendered thereto.

The plans and estimate for that portion of city-owned adjustments within city limits furnished with Mr. Litchfield's letter dated January 6, 1964 are also approved.

Our program memorandum dated September 13, 1963 authorized you to proceed with preparatory work for all utility adjustments,

(more)

original To Filing
2-10-64

NOTED
LLOYD P. SHAW

to be included in the construction phase of the subject project, effective on that date. You requested and received advance verbal authorization to proceed with actual adjustments for the above-mentioned city-owned utility adjustments effective January 7, 1964. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

RECEIVED
JUL 7 - 1965
FOR FILING

I-5-6(50)301

6357

Copies to Mr. Cooper
& Mr. Porter
for info - 7-7-65

NOTED
TOM EDWARDS

FORM E-20 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
January 30, 1964

To: Mr. Ivan D. Merchant
Bridge Engineer
State Highway Building
Salem, Oregon 97310

SUBJECT: Subcontract #8
West Marquam Interchange
Eastbank Freeway
Contract: 6354
Prefix: 626-1008

Enclosed is one (1) copy of subcontract #8 between Peter Kiewit Sons' Company, prime contractor, and C. H. Savage & Company, subcontractor. This subcontract covers the sand blasting and painting of structural steel portion of Item 19.

The total subcontract amount is $233,000, which is 5.10% of the total contract amount. The total amount of subcontracts to date is $516,921.30, which is 11.32% of the total contract amount of $4,565,687.40.

This subcontract has been approved in this office and your approval is recommended.

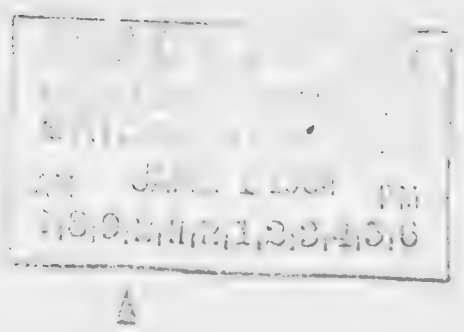
F. B. Klaboe
Metropolitan Engineer

By: Jack M. Cartwright
Metropolitan Office Engineer

JMC:sb

Enclosure

cc Mr. John Howard



Form E-49—30M.

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET ..... OF ..... SHEETS

Sweeney Subcontract #8 — West Marquam Interchange
Multn. Hwy — Proj. #: 026-1(6), Contract: 6354
Peter Kiewit Sons' Co, Contractor — C H Savage & Co, Sub Contractor

	Item				Unit	Sub Amount		Contract Amount
19.	Sandblast & Paint structural steel				Lump Sum	233,000.00		1,700,000.00
					#	233,000.00	#	1,700,000.00
	Percent of total contract		=	233,000.00 / 4,565,667.50	=		5.10%	
		Subcontract #1		# 65	645.50			
			#2	100	000.00			
			#3	91	816.80			
			#4	14	806.00			
			#5	6	210.00			
			#6	4	915.00			
			#7		526.00			
			#8	233	000.00			
					#516,921.30			
	Percent of total contract		=	516,921.30 / 4,565,667.50	=		11.32%	

PETER KIEWIT SONS' CO.
CONTRACTORS

ESTABLISHED 1884

HOME OFFICE-OMAHA, NEBRASKA

P. O. Box 1777

VANCOUVER, WASHINGTON

January 14, 1964

John R. Howard, Resident Engineer
Oregon State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

Re: OSHD Cont. #6354
Portland-Marquam
Job 3305
Serial Letter V-12

Gentlemen:

We enclose for your approval five copies of our proposed Subcontract with C. H. Savage & Co. on the above referenced project.

Consent of our Surety to Subcontract this work is affixed to this letter.

Yours very truly,

PETER KIEWIT SONS' CO.

Lyle D. Leach

LDL/ksw
cc: Res. Eng. (4)
Job
Aetna
File

The Aetna Casualty & Surety Company

By _____
J. B. Gibbs, Attorney-in-Fact

Form 11
Rev. 1-21-63

SUBCONTRACTOR:

SUBCONTRACT

Job No. 3305

Subcontract No. .....

THIS AGREEMENT, made this 18th day of December, 1963, by and between C. H. Savage Company (Subcontractor) 4126 S. E. Milwaukee Avenue (Address) Portland, Oregon, hereinafter called the Subcontractor, and Peter Kiewit Sons' Co. (Contractor) 215 South "V" Street (Address) Vancouver, Washington, hereinafter called the Contractor,

WITNESSETH:

Section 1. Contract Documents. The Subcontractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform all work set forth in Section 2 hereof in connection with the construction of West Marquam Interchange for Oregon State Highway Department, hereinafter called the Owner, at Portland, Oregon, in accordance with the terms and provisions of the contract between the Owner and the Contractor dated November 7, 1963, including all the General and Special Conditions, Drawings, Specifications and other documents forming or by reference made a part of the contract between the Contractor and the Owner, all of which shall be considered part of this Subcontract by reference thereto, and the Subcontractor agrees to be bound to the Contractor and the Owner by the terms and provisions thereof.

Section 2. Scope of Work. The Subcontractor agrees to perform the following described work:

Part of Item #19 - Sand Blast and Paint Structural Steel For lump sum $233,000.00

NOTED
R. L. PORTER

The Subcontractor shall furnish Performance and Payment Bond in an amount equal to the full Subcontract price. Such bond shall be on a form furnished by, and with a surety satisfactory to, the Contractor.

When the Subcontractor does not install all material furnished under this Subcontract, such material as is not installed is to be delivered F.O.B. ----------

Section 3. Payment. (a) The Contractor agrees to pay the Subcontractor for the performance of this Subcontract, as specified herein, the sum of fPrice shown above Dollars ($ ----------), subject to additions and deductions for changes agreed upon or determined, as hereinafter provided. Partial payments will be made to the Subcontractor each month in an amount equal to 90 per cent of the value, computed on the basis of the prices set forth above, of the quantity, as estimated by the Architect or Engineer, of the work performed hereunder, less the aggregate of previous payments, but such partial payments shall not become due to the Subcontractor until 10 days after the Contractor receives payment for such work from the Owner. If the Contractor receives payment from the Owner for less than the full value of materials delivered to the site but not yet incorporated into the work, the amount due to the Subcontractor on account of such materials delivered to the site shall be proportionately reduced. No partial payment to the Subcontractor shall operate as approval or acceptance of work done or materials furnished hereunder. Upon complete performance of this Subcontract by the Subcontractor and final approval and acceptance of Subcontractor's work and materials by the Owner, the Contractor will make final payment to the Subcontractor of the balance due to him under this Subcontract within 30 days after full payment for such work and materials has been received by the Contractor from the Owner.

[illegible] retainage withheld from the Contractor [illegible] accordingly, reduce accordingly the retainage withheld from the Subcontractor.

(b) The Contractor may withhold any sum or sums owed by the Subcontractor to the Contractor, on account of any breach of any provision or obligation of this Subcontract, or in the event of any action by or against the Contractor or the premises resulting from the performance or nonperformance of this Subcontract. The Contractor shall have the right to retain out of any payments due or to become due to the Subcontractor an amount sufficient to protect the Contractor from any and all loss, damage or expense thereunder until the situation has been satisfactorily resolved or adjusted by the Subcontractor.

Section 4. Changes. The Contractor may at any time, by written order to the Subcontractor's authorized representative, and without notice to the sureties, if any, make changes in or additions to the subcontract work, deletions from the work to be performed and materials to be furnished under this Subcontract and the Subcontractor shall promptly proceed with the performance of this Subcontract as so changed. Any increase or decrease in the Subcontract price resulting from such changes shall be agreed upon in writing by the parties hereto. Any claim for adjustment of the Subcontract price under this Section must be made in writing within ten days from the date such changes are ordered. The Subcontract price shall be equitably adjusted on account of any such changes, subject to any applicable provisions of the contract between the Contractor and the Owner.

Section 5. Prosecution of Work. (a) The Subcontractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of this Subcontract in a proper, efficient and workmanlike manner. The Subcontractor shall prosecute the work undertaken in a prompt and diligent manner whenever such work, or any part of it, becomes available, or at such other time or times as the Contractor may direct, and so as to promote the general progress of the entire construction, and shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other subcontractor. Any materials that are to be furnished by the Subcontractor hereunder shall be furnished in sufficient time to enable the Subcontractor to perform and complete his work within the time or times provided for herein. The Subcontractor agrees to reimburse the Contractor for any and all Liquidated damages that may be assessed against and collected from the Contractor which are attributable to or caused by the Subcontractor's failure to furnish the materials and/or perform the work required by this Subcontract within the time fixed or in the manner provided for herein, and in addition thereto, agrees to pay to the Contractor such other or additional damages as the Contractor may sustain by reason of such delay by the Subcontractor. The payment of such damages shall not release the Subcontractor from his obligation to otherwise fully perform this Subcontract. Upon written request by the Contractor, the Subcontractor shall furnish to the Contractor such evidence as the Contractor may require relating to the Subcontractor's ability to fully perform this Subcontract in the manner and within the time specified herein.

(b) In the event the Subcontractor fails to comply or becomes disabled from complying with the provisions herein as to character or time of performance, and the failure is not corrected within five days after written request by the Contractor to the Subcontractor, the Contractor, by subcontract or otherwise, may without prejudice to any other right or remedy, take over and complete the performance of this Subcontract at the expense of the Subcontractor, or without taking over the work, may furnish the necessary materials and/or employ the workmen necessary to remedy the situation at the expense of the Subcontractor. If the Contractor takes over the work pursuant to this paragraph it is specifically agreed that the Contractor may take possession of the premises and of all materials, tools and equipment of the Subcontractor at the site for the purpose of completing the work covered by this Subcontract.

(c) It is agreed that the Subcontractor shall be considered as disabled from so complying whenever a petition in Bankruptcy or for the appointment of a receiver is filed against him.

Section 6. Delays. (a) In the event the Subcontractor's performance of this Subcontract is delayed or interfered with by acts of the Owner, Contractor or other subcontractors, he may request an extension of the time for the performance of same, as hereinafter provided, but shall not be entitled to any increase in the Subcontract price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the prime contract entitles the Contractor to compensation for such delays and then only to the extent of any amounts that the Contractor may, on behalf of the Subcontractor, recover from the Owner for such delays.

(b) No allowance for an extension of time, for any cause whatever, shall be claimed by, or made to, the Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within forty-eight hours after the cause of such extension occurred, or, if the contract between the Contractor and Owner provides for a shorter period, within sufficient time to permit the Contractor to give notice to the Owner within the time allowed by the prime contract for such notice.

(c) No allowance of an extension of time shall, in any event, be made to the Subcontractor for delay by the Subcontractor in preparing drawings or in securing approval of the Architect or Engineer thereto when such drawings are not properly prepared or when the Subcontractor by the exercise of reasonable diligence and judgment could have anticipated and avoided the delay.

Section 7. Labor. The Subcontractor, in connection with all work covered by this Subcontract, shall comply with and be bound by any labor agreements executed by the Contractor or on Contractor's behalf to the extent that the provisions of such agreements apply to subcontractors. Failure at any time to comply with any of the provisions of such agreements will, at the option of the Contractor, be cause for immediate termination of this Subcontract for default and the Contractor shall have all of the rights contained in Section 5 with regard to such termination. If, by reason of strikes, picketing or disputes of any nature between the Subcontractor and any individual, group or organization, this Subcontractor should be persistently, repeatedly, or for a period of five (5) consecutive days, unable to supply enough properly skilled workmen or proper materials to execute the work defined in this Subcontract, then the Contractor may terminate the Subcontract for default and proceed in accordance with Section 5 hereof.

Section 8. Approvals. All drawings of the Subcontractor shall be submitted for approval of the Architect or Engineer through the Contractor and all other communications between the Subcontractor and the Architect, Engineer or Owner with respect to work to be performed under this Subcontract shall be transmitted through the Contractor.

Section 9. Insurance. (a) The Subcontractor shall provide and maintain Workmen's Compensation and Employer's Liability Insurance for the protection of his employees, as required by law of an employer. The Subcontractor shall also provide and maintain in full force and effect during the term of this Subcontract insurance (including but not limited to insurance

[illegible] damages withheld from the Contractor [illegible] safety, reduce accordingly the re-[illegible].

[illegible] for any sum or sums owed by the Subcontractor [illegible] any provision or obligation of the Subcontractor [illegible] the Contractor or the premises [illegible] have the right to retain out of any payments [illegible] protect the Contractor from any and all loss, damage or expense thereon [illegible] or adjusted by the Subcontractor.

Section 4. Changes. The Contractor may at any time, by written [illegible] Contractor's authorized representative, and without notice to the Surety, make changes [illegible] from the work to be performed and materials to be furnished under this Subcontract, and the Subcontractor shall proceed with the performance of this Subcontract as so changed. Any increase or decrease in the Subcontract price [illegible] from such changes shall be agreed upon in writing by the parties hereto. Any claim for adjustment of the subcontract price under this Section must be made in writing within ten days from the date such changes are ordered. The Subcontract price shall be equitably adjusted on account of any such changes, subject to any applicable provisions of the contract between the Contractor and the Owner.

Section 5. **Prosecution of Work.** (a) The Subcontractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of this Subcontract in a proper, efficient and workmanlike manner. The Subcontractor shall prosecute the work undertaken in a prompt and diligent manner whenever such work, or any part of it, becomes available, or at such other time or times as the Contractor may direct, and so as to promote the general progress of the entire construction, and shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other subcontractor. Any materials that are to be furnished by the Subcontractor hereunder shall be furnished in sufficient time to enable the Subcontractor to perform and complete his work within the time or times provided for herein. The Subcontractor agrees to reimburse the Contractor for any and all liquidated damages that may be asserted against and collected from the Contractor which are attributable to or caused by the Subcontractor's failure to furnish the materials and/or perform the work required by this Subcontract within the time fixed or in the manner provided for herein, and in addition thereto, agrees to pay to the Contractor such other or additional damages as the Contractor may sustain by reason of such delay by the Subcontractor. The payment of such damages shall not release the Subcontractor from his obligation to otherwise fully perform this Subcontract. Upon written request by the Contractor, the Subcontractor shall furnish to the Contractor such evidence as the Contractor may require relating to the Subcontractor's ability to fully perform this Subcontract in the manner and within the time specified herein.

(b) In the event the Subcontractor fails to comply or becomes disabled from complying with the provisions herein as to character or time of performance, and the failure is not corrected within five days after written request by the Contractor to the Subcontractor, the Contractor, by subcontract or otherwise, may without prejudice to any other right or remedy, take over and complete the performance of this Subcontract at the expense of the Subcontractor, or without taking over the work, may furnish the necessary materials and/or employ the workmen necessary to remedy the situation at the expense of the Subcontractor. If the Contractor takes over the work pursuant to this paragraph it is specifically agreed that the Contractor may take possession of the premises and of all materials, tools and equipment of the Subcontractor at the site for the purpose of completing the work covered by this Subcontract.

(c) It is agreed that the Subcontractor shall be considered as disabled from so complying whenever a petition in Bankruptcy or for the appointment of a receiver is filed against him.

Section 6. **Delays.** (a) In the event the Subcontractor's performance of this Subcontract is delayed or interfered with by acts of the Owner, Contractor or other subcontractors, he may request an extension of the time for the performance of same, as hereinafter provided, but shall not be entitled to any increase in the Subcontract price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the prime contract entitles the Contractor to compensation for such delays and then only to the extent of any amounts that the Contractor may, on behalf of the Subcontractor, recover from the Owner for such delays.

(b) No allowance for an extension of time, for any cause whatever, shall be claimed by, or made to, the Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within forty-eight hours after the cause of such extension occurred, or, if the contract between the Contractor and Owner provides for a shorter period, within sufficient time to permit the Contractor to give notice to the Owner within the time allowed by the prime contract for such notice.

(c) No allowance of an extension of time shall, in any event, be made to the Subcontractor for delay by the Subcontractor in preparing drawings or in securing approval of the Architect or Engineer thereto when such drawings are not properly prepared or when the Subcontractor by the exercise of reasonable diligence and judgment could have anticipated and avoided the delay.

Section 7. **Labor.** The Subcontractor, in connection with all work covered by this Subcontract, shall comply with and be bound by any labor agreements executed by the Contractor or on Contractor's behalf to the extent that the provisions of such agreements apply to subcontractors. Failure at any time to comply with any of the provisions of such agreements will, at the option of the Contractor, be cause for immediate termination of this Subcontract for default and the Contractor shall have all of the rights contained in Section 5 with regard to such termination. If, by reason of strikes, picketing or disputes of any nature between the Subcontractor and any individual, group or organization, this Subcontractor should be persistently, repeatedly, or for a period of five (5) consecutive days, unable to supply enough properly skilled workmen or proper materials to execute the work defined in this Subcontract, then the Contractor may terminate the Subcontract for default and proceed in accordance with Section 5 hereof.

Section 8. **Approvals.** All drawings of the Subcontractor shall be submitted for approval of the Architect or Engineer through the Contractor and all other communications between the Subcontractor and the Architect, Engineer or Owner with respect to work to be performed under this Subcontract shall be transmitted through the Contractor.

Section 9. **Insurance.** (a) The Subcontractor shall provide and maintain Workmen's Compensation and Employer's Liability Insurance for the protection of his employees, as required by law of an employer. The Subcontractor shall also provide and maintain in full force and effect during the term of this Subcontract insurance (including but not limited to insurance

... to the Contractor protecting ... of injuries, including death, suf- ... property, arising from and growing ...

... in $50,000 for one person and not ... be in the sum of at least $50,000 ... compliance with the requirements ... this Subcontract. Such proof of insur- ... or modification of any insurance re- ...

... to the Contractor in the following ... any and all claims, suits, liability, ... patent right, arising in connection with ... and save him harmless from any and ... and from any other claims, suits or ... agents, employees or servants; (c) To ... and to satisfy the Contractor thereupon ... and save them and the premises harmless ... (d) To obtain and pay for all permits, licenses and official inspections made necessary by his work, and to comply with all laws, ordinances and regulations bearing on his work and the conduct thereof; (e) The Subcontractor warrants and guarantees the work and materials covered by this Subcontract and agrees to make good, at his own expense, any defect in materials or workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner therefor; (f) The Subcontractor assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner, as set forth in the Contract, General and Special Conditions, Drawings, Specifications and other Documents hereinabove referred to, insofar as applicable, generally or specifically, to the materials to be furnished and the work to be performed under this Subcontract.

And the Subcontractor shall indemnify the Contractor and the Owner against, and save them harmless from, any and all loss, damage, costs, expenses and attorneys' fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this Subcontract.

Section 11. **Possession Prior to Completion.** Whenever it may be useful or necessary for the Contractor to do so, the Contractor shall be permitted to occupy and/or use any portion of the work which has been either partially or fully completed by the Subcontractor before final inspection and acceptance thereof by the Owner, but such use and/or occupation shall not relieve the Subcontractor of his guarantee of said work and materials nor of his obligation to make good at his own expense any defect in materials and/or workmanship which may occur or develop prior to Contractor's release from responsibility to the Owner. Provided, however, the Subcontractor shall not be responsible for the maintenance of such portion of the work as may be used and/or occupied by the Contractor, nor for any damage thereto that is due to or caused by the negligence of the Contractor during such period of use or occupancy.

Section 12. **Other Contracts.** It is understood and agreed that the work provided for in this Subcontract constitutes only a part of the work being performed for the Owner by the Contractor and other subcontractors. The Subcontractor, therefore, agrees to perform the work called for in this Subcontract in such a manner that he will not injure, damage or delay any other work performed by the Contractor or any other subcontractor, and further agrees to pay the Contractor for any damage or delay that may be caused to such other work by the Subcontractor or by his agents or employees.

Section 13. **Independent Contractor.** The Subcontractor specifically agrees that he is, or prior to the start of work hereunder will become, an independent contractor and an employing unit subject as an employer to all applicable Unemployment Compensation statutes so as to relieve the Contractor of any responsibility or liability for treating Subcontractor's employees as employees of the Contractor for the purpose of keeping records, making reports and payment of Unemployment Compensation taxes or contributions; and the Subcontractor agrees to indemnify and hold the Contractor harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of the Subcontractor, including a sum equal to benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to the Contractor under any Merit Plan or to his individual Reserve Account pursuant to any state unemployment compensation statute.

Section 14. **Compliance with Law.** The Subcontractor further agrees as regards (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and local taxes and contributions, that the Subcontractor will keep and have available all necessary records and make all payments, reports, collections and deductions, and otherwise do any and all things so as to fully comply with all Federal, State and local laws, ordinances and regulations in regard to any and all said matters insofar as they affect or involve the Subcontractor's performance of this Subcontract, all so as to fully relieve Contractor from and protect it against any and all responsibility or liability therefor or in regard thereto.

Section 15. **Protection of Work.** Except as provided in Section 11 above, the Subcontractor specifically agrees that he is responsible for the protection of his work until final completion and acceptance thereof by the Owner and that he will make good or replace, at no expense to the Contractor or the Owner, any damage to his work which occurs prior to said final acceptance.

Section 16. **Architect - Engineer.** The words "Architect or Engineer" as used herein refer to the person appointed by the Owner to supervise the work of the Contractor on behalf of the Owner.

Section 17. **Assignment.** The Subcontractor shall not, in whole or in part, assign or sublet this Subcontract or the proceeds thereof without the written consent of the Contractor.

Section 18. Special Provisions. [illegible] Contract between the Contractor and the Owner in so far as [illegible] applications and is not to be construed as an exception of other provisions of this contract.

Section 19. Prior Understandings or Representations. The Contractor assumes no responsibility for any understanding or representations made by any of its officers or agents prior to the execution of this Subcontract, unless such understanding or representations by the Contractor are expressly stated in the Subcontract.

Section 20. Captions. The captions at the beginning of each Section of this Subcontract are for convenience only and are to be given no weight in construing the provisions of this Subcontract.

Section 21. Additional Provisions. (Attach additional pages if necessary.)

1. Attached, "Required Contract Provisions","Equal Employment Opportunity-Non-discrimination in Employment", "Nondiscrimination of Employees" and "Federal Regulations Concerning Overtime Work" are a part of this Subcontract.

2. When payment for extra work is to be made on a force account basis, the Sub-contractor will be paid the actual cost of all material and labor shown by expendi-ture records and the amount earned for equipment rental at the hourly rate under "Equipment Rental" set forth in the Prime Contract, plus 5% (Five Per Cent.)

3. Insurance Requirements as outlined in Section 9, paragraph (b) ,shall be amended to require limits of $100,000. and $200,000. rather than $50,000. and $100,000/

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

PETER KIEWIT SONS' CO.

By W. D. Smith
Contractor

C. H. SAVAGE COMPANY

By C. H. Savage
Subcontractor

APPROVED
ASS'T METROPOLITAN ENGR.

PAINTING METAL STRUCTURES

Section 14 - Painting Metal Structures (Revision 10-62)

Delete Section 14, Division II, and substitute the following therefor:

DESCRIPTION

Scope of Work.- Painting new metal structures shall include the preparation of metal surfaces, the application, protection, and drying of the paint coatings, and the supplying of all tools, tackle, scaffolding, labor and materials necessary for the entire work. This work will also include painting metal railings, bearings and expansion devices and incidental metal items on concrete structures.

Number of Coats and Color.- The paint system (number of coats and color) required for all steel on this contract are as follows:

Cascade Range to Coast Range

Prime Coat	Formula No. 12-51
Extra striping coat on edges, rivet heads and bolt heads and nuts	Formula No. 12-51(Tinted)
First Base Coat	Formula No. 12-51
Second Base Coat	Formula No. 12-51(Tinted)
First Finish Coat	Formula No. 310-51(Tinted)
Second (Final) Finish Coat	Formula No. 310-51

Location of Work.- Contractor, at his option, may do any or all of the painting work except the final finish coat in the steel fabrication shop after completion of fabrication; on the ground at the job site prior to erection of steel; or the steel may be shipped to the job site without cleaning and painting, with all of the required painting work being done after erection of the steel, except as noted under "Inaccessible Surfaces".

If any part of the painting work is done in the fabricating shop, the prime coat, the extra striping coat on edges, rivet heads and bolt heads, nuts and washers, and the first base coat shall be applied prior to shipment of the steel.

The final finish coat shall not be applied until after the steel is erected and all concrete required for the steel span is poured, the forms removed and all dirt and debris resulting from the pouring of concrete is cleaned from the steel and all damage to previous paint coatings and work has been repaired. Repairs to damaged areas shall consist of cleaning to bare metal and spot painting cleaned area with the full number of coats specified herein.

Regardless of where the work is done, all materials and workmanship specifications contained herein shall be complied with.

Contact Surfaces.- Contact surfaces-metal to metal-shall not be painted. Field contact surfaces-metal to metal-that are not to be painted shall be given a protective coating of approved lacquer or other protective coating which shall be removed prior to erection of the steel.

Contact surfaces-metal to concrete-shall not be painted.

Contact surfaces-metal to wood-shall be cleaned and painted the full number of coats specified herein.

Inaccessible Surfaces.- Surfaces of steel that will be inaccessible to convenient cleaning and painting after complete fabrication (such as the inside surfaces of boxed members or other surfaces) shall be cleaned prior to fabrication, and in riveted work shall be painted all coats after fabrication of individual members.

In welded work, the cleaning, painting and fabrication shall be scheduled to result in a satisfactory paint system that is not damaged in any way by welding.

All weld areas shall be neutralized by blast cleaning, supplemented by other treatment as required. All slag, spatter and spall shall be removed.

Other Requirements.- Surfaces of iron and steel castings, either milled or finished, shall be given one coat of paint prior to shipment.

With the exception of abutting joints and base plates, machine-finished surfaces shall be coated as soon as practicable after being accepted, with a hot mixture of white lead and tallow or other approved coating, before removal from the shop.

Erection marks for the field identification of members and weight marks may be painted upon surface areas previously painted with the shop coats. Materials painted in the shop or on the ground at the job site shall not be loaded for shipment nor moved until it is thoroughly dry, and in any case not less than 24 hours after the paint has been applied.

The contractor will be responsible for damage resulting from cleaning and painting work. This includes damage to pedestrian or vehicular traffic in the vicinity of the work, damage to bridge substructure or superstructure, and any and all damage to other property that may be a result of the contractor's operations.

If, in the opinion of the engineer, traffic at the bridge site produces an objectionable amount of dust, the contractor shall, at his own

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477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

January 15, 1964

Original signed by
T. Dec
Asst. Coordinator

T. Dec, Assistant Division Engineer
08-35.4-EC Salem, Oregon

Oregon Project I-5-6(50)301
West Marquam Interchange
Utility Service Connections

We concur in handling the issuance of permits for service connections as the lines are discovered in accordance with Mr. Moehring's January 8, 1964 letter if such connections are justified as extreme cases when there is no other alternative. Policy on such connections was outlined on our June 13, 1963 memorandum regarding Oregon Project I-5-3(49)155, Anlauf-Elkhead Road Section.

In addition, if service connections remain on the Interstate Highway as extreme cases and you are obligated to pay for the adjustment, your permit should be realistic regarding your future obligations. Your November 10, 1959 letter regarding the Pacific Telephone and Telegraph Company stated the following:

> "While it does not appear that this is a matter of immediate concern, it is best that these differences of opinion be resolved as our program progresses and the basic facts become obscured by time".

At that time we agreed that where a utility was located on the Interstate right-of-way under an existing easement which was not extinguished, the provision in your permits regarding future relocation at the owner's expense could be made inapplicable. To the best of our knowledge and belief, such a permit, in effect a "joint use agreement", has not been issued even though such agreements have been reached with other Federal agencies.

Though service connections, presumably under private ownership, are involved, any permits issued should refer to any obligations covered in your options, specifically clarifying future obligations, if necessary.

NOTED
LLOYD P. SHAW

original to Wright
cc Young
1-20-64

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FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 8, 1964

Project No. I-5-6(50)301
West Marquam Interchange
Pacific Highway
Multnomah County

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Dear Sir:

The Right of Way takings for the West Marquam Interchange Section will include several utility service connections to properties under the structures. It is almost impossible to determine the exact location of all of these lines, but it is our plan to put these services under permit. In the event any of these lines are disturbed by footing construction, we will be aware of their location, and as they are reconnected, we can write the necessary permits.

Since the Interstate Highway will be elevated through this area, and since we are obligated to construct an access road under the structure to serve some of the remaining properties, I can see no objection to these utility encroachments on the basis of their being on Interstate Rights of Way permissibly.

If you concur in this general handling please advise, and as the lines are discovered and placed under permit you will be contacted by our Permit Section in the usual manner prior to issuance.

Very truly yours,

L. I. LINDAS
Chief Counsel

By D. H. Moehring

D. H. Moehring
Assistant Right of Way Engineer

DHM:gc

cc - G. W. Ross
L. I. Lindas
Lloyd P. Shaw
L. H. Young

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JAN 13 1964
DIVISION ENGINEER

FORM CD-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage St. N.E.
Salem, Oregon 97301

DATE: January 2, 1964

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
08-35.6 Salem, Oregon

By G. R. Brooks
Acting Division Engineer

SUBJECT: Pedestrian Facilities on Marquam Bridge
Oregon Projects I-5-6(47)301 and I-5-6(50)301
6332 & 6354

Following receipt of comments from our Washington Office, we will supplement the information contained in our November 27, 1963, memorandum to you in reply to your November 12, 1963, letter.

It is the policy of the Bureau of Public Roads to not approve any Interstate Highway plans which have provision for pedestrian facilities other than normal safety walks.

Interstate Highways were established with the principle of full access control. AASHO defines full control of access as that condition where the right of owners or occupants of abutting land or other persons to access, light, air, or view in connection with a highway is fully controlled by a public authority. This definition includes pedestrians. The approved standards for the Interstate system require that all sections, except for specified situations in rural areas, have full control of access initially. Therefore, Interstate highway projects are not to be provided with facilities for pedestrians along the highway.

In regard to the specific case of a motor vehicle breakdown, we cannot agree with the statements which have been made that the driver will face an extreme hazard in securing aid. We feel that a reasonably safe area has been provided for these occasional pedestrians by the 6 foot shoulders and 1-1/2 foot safety walks.

Copy to Merchant 1-10

NOTED
P. M. STEPHENSON

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FORM CO-12 (6-28-50)
(PRES. BY A.O. 226-D)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon Attn. P. M. Stephenson

DATE: November 27, 1963

6354

FROM : A. W. Parsons, Division Engineer
08-35.6 Salem, Oregon

SUBJECT: Oregon Projects I-5-6(47)301 and I-5-6(50)301
Marquam Bridge Superstructure and
West Marquam Interchange

With reference to your letter of November 12, 1963 and in accordance with our previous discussion, we believe the 1.5-foot safety curbs and the single pipe rail initially approved for this project are adequate and otherwise satisfactory.

Our standards do permit participation in safety curbs on such structures up to a maximum width of two feet. While we will consider approval of such a width for future projects, we do not feel there is sufficient justification to make changes in jobs now under contract. In order to obtain two-foot curbs across the Marquam main span it would be necessary to either encroach on the present roadway width or make some redesign of the parapet and reduce the opening or clearance between the concrete and the steel truss. This latter item would be detrimental from the maintenance painting standpoint.

Considering your proposal to replace the presently approved single pipe rail with a double pipe rail, we believe the resulting substantial increase in cost could not be justified. Since pedestrians will not use this structure except occasionally, as the result of emergency breakdowns, the double pipe rail is unnecessary for safety. The double pipe would have the disadvantage of some further restriction of the view of passengers crossing this high structure. Furthermore, we believe the resulting increased cost on the Marquam Bridge and all approaches thereto would come to about $100,000. If the policy of using two pipe rails were to be extended to all future high structures on the Interstate in Portland, the cost would be many times this great.

For the reasons given above, we do not approve of the proposed revisions.

Plan file

Copy to Merchant 12-2-63

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STATE HIGHWAY ENGINEER

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DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6354

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 14, 1963

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Peter Kiewit Sons' Company started work on Contract No. 6354, six structures known as the West Marquam Interchange, on the Pacific Highway in Multnomah county, Federal Aid Project No. I-5-4(50)301 on November 12, 1963.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: Floyd Query
C.H. Maison
L. H. Young
D. B. Parkes

NOTED
FLOYD QUERY

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NOV 13 1963
FOR FILING

November 12, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Mr. Parsons:

Re: Safety Curb Width Rail Details
I-5-6 (47) 301
Contract No. 6332
I-5-6 (50) 301
Contract No. 6354

Contracts for the construction of the Marquam Bridge Superstructure, Contract No. 6332, and the West Marquam Interchange, Contract No. 6354, have been awarded. In all instances, a 1.5-foot safety walk has been provided inside the parapet. Also, in all cases a metal railing, with a single longitudinal rail, on a continuous concrete parapet has been provided.

Objections have been raised as to the adequacy of the 1.5-foot safety walk for emergency use by motorists with stalled vehicles.

The circular memorandum dated July 26, 1963, with accompanying figures, provides for federal-aid participation in two-foot safety walks. The State desires to make the following construction changes in the above-mentioned contracts now under contract and in future contracts necessary for the completion of this project.

1. Negotiate with the contractor on each contract to provide two-foot safety walks instead of the 1.5-foot safety walks indicated on the plans.

2. Negotiate with the contractor on each contract to revise the metal railing shown on the plans with one longitudinal rail to a railing with two longitudinal rails.

3. Revise future contract plans on this project to provide two-foot safety walks and metal parapet railing with two longitudinal rails.

May I have your concurrence in making the revisions listed as Numbers 1 and 2 above, provided the proposed revisions can be negotiated with the respective contractors at a reasonable cost and charging them to the contracts as contingency items.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

cc Mr. Forrest Cooper
Mr. Ivan Merchant
Mr. C. H. Maison
Mr. L. H. Young

IDM:mm:er

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NOV 15 1963
FOR FILING

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 7, 1963

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35-EC Salem, Oregon

Oregon Project I-5-6(30)301, West Marquam Interchange Unit
East Bank Freeway Section
Structures

As requested in Mr. Young's letter of November 6, 1963 advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6354 to Peter Kiewit Sons' Company of Omaha, Nebraska, low bidder in the amount of $4,565,687.40 at the October 8, 1963 bid opening.

Although all rights of way or rights of entry have been acquired, Mr. Wright's September 10, 1963 right of way status letter indicated that in addition to the Greyhound Corporation property, the Alder Junk Yard and Miller Products Building areas will not be available for the contractor's occupancy and use. The "Construction Limitation" plan sheet indicates these areas will not be available until July 1, 1964, January 15, 1964, and January 1, 1964, respectively.

Mr. Wright's October 18, 1963 letter concerning the Greyhound Corporation property advised that negotiations were terminated due to a personnel change over which you had no control. However, you selected another alternate resulting in a $5,000 savings over the 40' clearance alternate or $36,000 over the alternative of acquiring the parcel without additional construction features. Under these circumstances as well as other factors discussed in Mr. Wright's September 10, 1963 letter, providing a reasonable time for adjustments or orderly disposal of improvements is considered to be in the public interest.

Based on the assumption that a satisfactory arrangement can be made for deletion of the "E" line retaining wall from the contract work, the October 21, 1963 revision in plan is hereby approved.

It appears that granting of airspace may have been involved in the final judgment for the Miller Products Company property. Application for approval in accordance with IM 21-3-62 should be considered.

The Southern Pacific Company's November 3, 1963 letter approved the design plans with the exception that the footings immediately adjacent

(more)

original To Young
cc Wright
11-15-63

NOTED
LLOYD P. SHAW

to the tracks should be lowered to permit at least 5 feet of coverage below bottom of ties. It is our understanding, based on advice of your bridge division representatives, that this adjustment can be made at unit bid prices and the alterations are minor and will not significantly affect the cost or design of the structure.

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CHIEF OF
STATE HIGHWAY ENGINEER

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November 7, 1963

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Gentlemen:

The State Highway Commission on October 10 accepted your proposal for six interchange ramps on West Marquam Interchange Unit of Pacific Highway in Multnomah County for the sum of $4,565,687.40 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6354.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm
cc Pac. Bldr. & Engineer, Inc., Seattle, Wn.
Daily Journal of Commerce, Seattle, Wn.
Daily Journal of Commerce, Portland, Ore.

Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

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477 Cottage Street N.E.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 6, 1963

Original signed by
G. R. Brooks
Dist. Engineer

A. W. Parsons, Division Engineer
08-35.2-DA Salem, Oregon By: G. R. Brooks, District Engr.

Oregon Project I-5-6(50)301
W. Marquam Interchange Unit - East Bank Freeway Section
Pacific N.W. Bell Telephone Company Utility Adjustment

Our memorandum dated September 16, 1963 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated September 17, 1963, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated October 11, 1963, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated November 1, 1963. Reimbursement on an agreed lump sum basis of $1,400.00 is approved.

Our program memorandum dated September 13, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

original to Jaeger
cc Litchfield
11-14-63

NOTED
LLOYD P. SHAW

RECEIVED
OCT 30 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKMAN, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 18, 1963

Right of Way Status
West Marquam Interchange
East Bank Freeway
Multnomah County

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Dear Sir:

This will advise you that we have cleared for use and occupancy of the contractor the property owned by the Greyhound Corporation—Right of Way file No. 33709. A condemnation suit has been filed on the property.

Following discussions in July with Mr. Egger, Vice President for Operations of the Greyhound Corporation, we undertook a redesign which involved lengthening the "E" line structure, pulling a retaining wall back sufficient distance to permit 52 feet of clearance on the north side of Greyhound garage, and constructing another retaining wall along the "E" line so as to leave a useable parcel of excess property east of Hood Avenue. This property was to be used in exchange, to replace lands taken from the Greyhound ownership.

This negotiation appeared to have every chance of success at a substantial saving in public funds. Early this month, the negotiation was abruptly terminated by Greyhound who informed us that Mr. Egger was no longer with the Corporation and that the proposal was not feasible. It became necessary to hastily draft a legal offer and to follow it very shortly with the filing of a condemnation suit.

Under this circumstance, we shall ask our Bridge Division to delete our planned construction of the "E" line retaining wall east of Hood Avenue. We shall proceed with construction of the retaining wall north of the Greyhound building so as to provide the 52 foot clearance.

Appraisals based upon this plan of construction show a reduction in reviewed value of taking and damage in the amount of $23,000. An accurate estimate of additional cost incurred in

lenghthening the "E" line structure and building the higher wall to provide the 52 foot clearance shows that cost to be $18,000, based upon contract bid price.

Determination of the difference in cost is based on complete designs of both the 40 foot and the 52 foot clearance between wall and building. Plans and computations are available in the Bridge Division files.

We append hereto revised plan sheets for the current project which will designate the special access for the Greyhound Corporation through the access control line on the south side of the "A" line.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SM
cc: Lloyd P. Shaw
L. H. Young
L. I. Lindas
C. H. Maison

RECEIVED
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 16 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr. October 10, 1963
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.5 Salem, Oregon

Oregon Project I-5-6(30)301
West Marquam Interchange Section
Northwest Natural Gas Company Utility Adjustment

Our memorandum of October 3, 1963 authorized you to proceed with the actual adjustments of the above mentioned utilities facilities that were in conflict on the subject project.

Subsequent review of the correspondence submitted indicates that it is questionable that the requirements of Paragraph 7a of PPM 30-4 have been complied with.

Your letter of September 13, 1963 to the company calls for a drawing and a cost estimate. The company's submissions were prior to September 4, as indicated by Mr. Hesla's memorandum of that date and the company's April 26 letter, so they could not have been in response to your request of September 13, 1963. Further, the cost estimate is referred to in Mr. Cartwright's memorandum of May 2, 1963 as "preliminary" and "subject to change".

The company's letter asks if its proposal is agreeable to the State. Your subsequent letter gives no reply, but asks for the drawing and cost estimate. Under these circumstances, we do not see how the two could possibly be construed as an agreement in writing as required by Paragraph 7a of PPM 30-4.

It is possible that additional exchange of correspondence clarifying the matter was not submitted to us. If this was the case please submit the additional correspondence. If not, please obtain an acceptance letter from the utility and furnish copies to this office.

NOTED
LLOYD P. SHAW

original to Jamy
10-14-63

RECEIVED
OCT 10 1963
FOR FILING

477 Cottage Street NE.
Salem, Oregon

October 3, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

A. W. Parsons
Division Engineer
Salem, Oregon

08-35.2-EC

Oregon Project I-5-6(50)301 - West Marquam Interchange Section
Northwest Natural Gas Company Utility Adjustment

Our memorandum dated September 16, 1963 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated September 13, 1963, furnished prior to award of contract for the physical construction, and the above mentioned utility's letter dated April 26, 1963, as well as the plans and estimate furnished therewith and transmitted with Mr. Decker's letter dated September 12, 1963.

Our program memorandum dated September 13, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

NOTED
LLOYD P. SHAW

original to Young
10-9-63

RECEIVED
SEP 23 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

September 16, 1963

Original signed by
G. R. Brooks
Dist. Engineer

By: G. R. Brooks
District Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-DA

Oregon Project I-5-6(50)301, West Marquam Interchange Unit
East Bank Freeway Section
Structures

P. S. & E. documents for the subject project are hereby approved. You are authorized to advertise the project for bids subject to the understanding that you will make any corrections found necessary following completion of our review. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance unnecessary as indicated in Mr. Wright's September 10, 1963 letter except for 1 parcel on which negotiations are in progress or a condemnation suit will be filed with the expectation that this parcel will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, including access rights which may be in court action as well as your submission of a comparative analysis of construction and right-of-way costs supporting your tentatively proposed plan for acquisition of the Greyhound Corporation parcel as the most economical solution. Construction of the retaining wall, Station "E" 503+75.91 to Station "E" 508+06.08, and 52' lengthening of Structure "E", is a tentatively approved design change which results in excess right-of-way acquired under Project I-5-6(2)297 for Project I-5-6(12)300 to be exchanged if the negotiations are successful. Consequently, the submission of your comparative analysis should include revised plan sheets for Projects I-5-6(12)300, I-405-8(5)301 and I-5-6(50)301 indicating the reduction in highway right-of-way outside the above mentioned retaining wall as well as designating the "special access" now shown on your right-of-way map for the Greyhound Corporation through the access control line on the south side of the "A" line between S.W. Front and Hood Avenues.

original To Young with attach.
cc Benlafford
9-20-63

Mr. Wright's letter indicates that two other areas will not be made available for occupancy and contractor's use prior to award. The construction limitation sheet of the plans shows these areas will not be available until January 1, 1964. A favorable finding in the public interest for a waiver of the requirements of sub-paragraph 9d of PPM 21-6.3 will be made in our concurrence in award

NOTED
LLOYD P. SHAW

with the understanding that an increase in time will be granted for interferences beyond that date.

Use of a schedule of liquidated damages greater than the amount prescribed by PPM 21-7(2) is approved and will be included in the project agreement.

The Southern Pacific Company railroad agreement, dated December 20, 1962 is approved effective on this date. Written evidence that the railroad company has approved the design plans should be submitted prior to our concurrence in award.

Your September 11, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimburseable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

Attachment

RECEIVED
SEP 13 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 10, 1963

Right of Way Status
West Marquam Interchange
Project

Mr. J. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

COPY

Dear Sir:

All right of way and rights of entry have been obtained for construction of this project except for file No. 33709 - Greyhound Corporation. We are in a final negotiation with the Greyhound Corporation and expect to have completed this transaction prior to the date of bid opening. In the event that our negotiation fails, we will be able to have a condemnation suit filed prior to that time.

We believe that an amicable settlement is pending and will be completed within the next week.

No displacement of persons occurred on this project after the date upon which advisory assistance or relocation payments were available.

All lands required for construction of this project are, or will be, available for immediate use and occupancy of the contractor with two exceptions:

1. Miller Products Building - The contractor will be held off the area occupied by this building until November 1 in order to permit disposition of the building after trial of the pending lawsuit.

2. Adler Junk Yard - Portions will be encumbered until the end of the year under the terms of an option taken from Mr. Adler and approved by Assistant Division Engineer Al Rear, and the Bridge Division.

We were assured prior to acceptance of Mr. Adler's option that the encumbrance of this property would not be so burdensome to

NOTED
LLOYD P. SHAW

COPY

a contractor as to increase the construction time requirements, or the costs of the project. In our opinion, it is in the public interest to proceed, with the property thus encumbered, since the completed project will be available at an earlier date, and the project costs will not be increased.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SM
cc: Lloyd P. Shaw
L. H. Young
C. H. Maison
L. I. Lindas

RECEIVED
SEP 10 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 8 - 1963
FORM E-123X 50M 3-63

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 2, 1963

Southern Pacific Company
324 Union Station
Portland 9, Oregon

ATTENTION: Mr. E. A. Kendrew

Re: Permit to cross SPRR with
21" sewer line
W. Marquam Interchange
Pacific Highway
Multnomah County

Gentlemen:

The proposed construction of the "A" Line of the above-entitled section near S. W. Sheridan Street will necessitate the relocation of a 21-inch sanitary sewer which presently crosses your right of way at approximately railroad Station 30+29, as shown on the attached sketch and profile.

The sketch shows the proposed relocated sewer line to be roughly parallel to the existing line and crossing under your right of way and tracks at railroad Station 29+89.5, which falls between parcels 2 and 3 of the easements which were granted to the State by the railroad by the Indenture dated December 20, 1962. Our design calls for 21-inch, Class V Concrete Sewer Pipe.

If these plans meet with your approval would you please prepare the appropriate documents to allow us to do this work.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

PGP:bjh

Attachments

cc: Southern Pacific Company
65 Market Street
San Francisco, California
ATTN: Mr. H. M. Williamson

L. P. Shaw
F. B. Klaboe
Jack Hesla

NOTED
LLOYD P. SHAW

RECEIVED
AUG 5 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 14 1963
FOR FILING
A. W. KILBORN
SUPERINTENDENT

B-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

May 10, 1963

322
O-PD-62-10

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem 10, Ore.

Dear Sir:

Referring to Mr. Ivan D. Merchant's letter of April 22 regarding West Marquam Interchange location and revision of Bent C-8, Bridge No. 8591:

We have no objection to relocation of Bent C-8 as shown on your drawing 8591-AI, which will provide 18 ft. 8 in. horizontal clearance.

Yours truly,

A. W. Kilborn

cc: Mr. Fred Klaboe
Metropolitan Engineer
Oregon State Highway Dept.
Salem 10, Oregon

NOTED
R. L. PORTER

RECEIVED
MAY 13 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 13 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 25 1963
FOR FILING

FORM E-31 SOM 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1963

SUBJECT: West Marquam Interchange
Property Covered by Right of Way
File No. 29167

To: MEMORANDUM TO FILES:

Under the west approach to the Marquam Bridge is a parcel of land owned by Bardee Steel Company but in the process of being sold to L. D. Adler and covered by Right of Way File No. 29167.

This property is fenced and used for the storage of scrap iron. In order that L. D. Adler may dispose of the scrap iron presently stored on this property at a reasonable price the request was made to delay construction on this property until approximately January 1, 1964.

There are ten columns and footings involved within the fence line on this property as follows: Left footing Bent A-10 and single column Bents A-11 and A-12, right footing, Bents B-10 and B-6 and single column Bents B-11 and B-12, single column bents D-5 and D-4, and single column bents C-5 and C-4.

The West Marquam Interchange structures are scheduled for the July 16 bid opening. The contractor will require some mobilization time after the bid opening and with the number of footings to be constructed it is not believed that the delay to the contractor on these ten footings until January 1 would be any serious detriment to his construction schedule. Our special provisions for this job will outline the area involved and require the contractor to delay footing construction within this area until after January 1, 1964.

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Mr. Walter Wright
Mr. F. D. Klaboe

RECEIVED
APR 18 1963
FOR FILING

I-5-4(5) 3.1
635.1

March 15, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: West Marquam Interchange
to Park Avenue

Dear Sir:

Enclosed are four copies of a letter from the Portland Development Commission indicating that it proposes to advertise for bids for an interior street construction contract in April, 1963, with a completion date late this year.

These are as promised in our recent letter to you concerning justification of structure widths and covers the Commission's proposed width of reconstruction of S. W. First Avenue.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

Enc.

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison

ADO:jp: ajw

Ira C. Keller
Chairman

A. V. Fonder
Secretary

Harold Halvorsen
Vincent Raschio
Russell M. Colwell

PORTLAND DEVELOPMENT COMMISSION

2130 S. W. FIFTH AVENUE . . . PORTLAND 1, OREGON . . . CAPITOL 6-4036

John B. Howard
Executive Director

March 1, 1963

Mr. Fred Klabee, Metropolitan Engineer
State Highway Department
5821 N.E. Glisan Street
Portland, Oregon

2-7

Dear Mr. Klabee:

We are enclosing three copies of our street plan for the South Auditorium Project showing typical street sections.

S.W. First Avenue excepting the section north of Harrison has a right-of-way width of 100 feet, a curb to curb distance of 73 feet, and a 16 foot median in the center. S.W. Fourth Avenue will remain with the existing curb alignment excepting the curb setbacks on the curve between Lincoln and College Streets. However, the setback restrictions for building construction on the Project are such that Fourth Avenue may be widened to the east at some future date. S.W. Front Avenue was originally planned with a 44 foot width from curb to curb. However, Fred Fowler has requested aid from the State Highway Department in developing a plan to make this street wider in the section along the Project as well as the section of the street extending a few blocks north of the Project. Arthur Street between First Avenue and Third Avenue will have a 90 foot right-of-way with a curb to curb distance of 63 feet including a 15 foot median in the center. Lincoln Street and Harrison Street will have a right-of-way width of 80 feet, a curb to curb distance of 56 feet and a 12 foot median in the center.

The Development Commission plans to advertise for bids for an interior street construction contract in April of this year, with a contract completion date late this year.

Yours very truly,

James J. Robertson
Chief Engineer

JJR:man
Enclosures

Mail

RECEIVED
MAR 8 - 1963
FOR FILING

I 5-6(2)301
6351

March 7, 1963

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Oregon I-405-4()301
West Marquam Interchange
to Park Street

Dear Sir:

Reference is made to Mr. C. G. Polk's letter of June 6, 1962 concerning the structure widths on First, Fourth, Fifth, and Sixth Avenues and Broadway.

The existing width on Broadway, Sixth, Fifth, and Fourth Avenues is 54 feet between curbs. The structure widths proposed on these streets are 40 feet to provide for three moving lanes of traffic on the street level over the freeway. These structure widths have been discussed with the City of Portland and have been approved by the City. Due to the design of the freeway with the ramp splitting from the street level prior to passing over the freeway, the City of Portland agreed to reduce the structure widths to the 40-foot figure which is less than the width of the existing streets.

Enclosed are three copies of a small scale sketch map of the area on which is shown peak hour volumes of traffic. This traffic will travel on streets that will have signalized intersections, are close together, and involving a number of rather sharp turns. Peak hour traffic, as shown on the enclosed map, indicates that three lanes on the structures are absolutely needed from a traffic capacity standpoint. We realize that when a one-way street system is operating under the most desirable conditions, probably 700 vehicles per lane per hour can be accommodated. Anyone familiar with the streets involved should realize that it would be impossible for the lane capacities to reach these volumes due to the continual interference from traffic movements from the abutting property development.

In regard to your comment concerning the Fifth and Caruthers intersection; this is a city street problem under the jurisdiction of the Traffic Department of the City of Portland, and it is its contention that the design being proposed is what the Traffic Department needs and desires from a traffic standpoint. The traffic on Fifth Street must make a left turn on Sheridan Street. We realize that all books and studies indicate this type of traffic operation is impossible, but the City has been operating this particular intersection on this basis for a number of years and the operation has been quite successful.

In regard to the crossing of S. W. First Avenue over the freeway, the existing street width on First Avenue is 36 feet between curbs. The area between S. W. Front Avenue and S. W. Fourth Avenue from S. W. Market Street to a point south of the proposed Stadium Freeway is an urban renewal project. All existing streets within the prescribed boundaries are being removed and the entire area has been replatted and is in the process of redevelopment. The urban renewal agency is reconstructing S. W. First Avenue to a section which is equal to 73 feet between curbs. The contract for this reconstruction will be let in the spring with completion date set for the fall of 1963.

Also enclosed are four copies of the proposed reconstruction of S. W. First Avenue by the urban renewal agency. We have not, as of this date, received a letter from the City confirming the above-mentioned contracting time and completion date. Such a letter will be forwarded to this office in the near future, at which time we will send to you the required copies.

Concerning the above structure widths, traffic volumes, and the existing street widths which are being supplied to you in this letter; all this information has been supplied to you in the past in the Stadium Freeway report, copies of which you have in your office.

We are requesting that you approve structure widths as proposed so that this project may be carried forward with no unnecessary delay.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

Enc.

cc Forrest Cooper
R. L. Porter
F. D. Morgan
F. B. Klaboe
L. H. Young
C. H. Maison

ADO:jp: ajw

RECEIVED
FEB 5 - 1963
FOR FILING

RAILROAD COMPANIES
FILE No.

FORM E-30 5M 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 4, 1963

To: Mr. Floyd Query, Secretary
State Highway Commission
O f f i c e

SUBJECT: File No. 33499 -
West Marquam Bridge Approach
Russell St.-Curry St. Section
Pacific Highway - Multnomah County
Southern Pacific Company

Attached please find fully executed copy each of a construction agreement and an easement agreement relative to the above-titled matter. These agreements should be filed in your permanent records.

Distribution of conformed copies has been made as indicated below.

J. N. HERSHBERGER
Staff Attorney

JNH:jr
Encls.

cc: R. L. Porter
Ivan Merchant
F. D. Morgan
I. A. DeFrance
Fred Klaboe
J. W. Nash
C. H. Maison
Earl F. Saling

NOTED
FLOYD QUERY

FORM E-30 80M 8-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 4, 1963

SUBJECT: File 33499
Russell St.-Curry St. Sec.
Pacific Highway
Southern Pacific Company

To:
Mr. Floyd Query, Secretary
State Highway Commission
B U I L D I N G

We are attaching a copy of the December 20, 1962 agreement between the Southern Pacific Company and the State Highway Commission. We wish to exchange this copy for the original forwarded to you by Mr. Hershberger with his transmittal letter of February 4, 1963. On our copy of the letter he has added a note, "Please record and notify Southern Pacific Company."

We mail these documents to the County Clerk by certified mail. After the documents are recorded and returned from the county, they are forwarded to Floyd Scott to index on the highway maps, then they are transmitted directly to your office. This takes several weeks. Should we request receipts when we transmit the original documents out of our office?

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

EFS:ls
Attach: Copy of agreement

cc: Mr. Joe Hershberger

2-5 Hershberger in the future will send us the original as usual plus a copy. His letter will also state that the original is to be recorded & we will send it to Saling & retain the copy until the original is returned. 76

RECEIVED
DEC 18 1962
FOR FILING

December 17, 1962

Oregon State Highway Commission

Re: West Marquam Bridge Approach
Russell Street-Curry Street Section
Pacific Highway, Multnomah County
R/W File 33499

Gentlemen:

There will be before you at the Commission meeting on December 20 duplicate copies of an indenture of easement and a construction agreement covering the overcrossing of the Southern Pacific Company's tracks by the west approach to the Marquam Bridge over the Willamette River in Portland. These have been examined and your approval and execution is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
J. N. Hershberger

GSP:ms bbc

RECEIVED
NOV 9 1962
FOR THE
INFORMATION

477 Cottage Street, N.E.
Salem, Oregon

November 9, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
08-35.7 Salem, Oregon

Standiven

Oregon Project U-151(11)
Marquam Bridge Ramps
File 29607 (L-4126) Herman A. Lowen

Copy to Earl Black

By letter, dated November 7, Chief Counsel Lindas requested approval of a proposed settlement in this case in the amount of $115,000. Previously we had withheld approval of a settlement of $117,350. The present proposal is still $8,800 over the review figure (corrected) of $106,200 and we believe this is a substantial amount. However, considering that the status of many thousands of dollars worth of equipment might become an issue we believe settlement is justified.

Paragraph 5j(8)(a) of PPM 21-4.1, dated December 30, 1960, requires, in addition to describing his reasons for the settlement, the State's legal counsel to explain his differences, if any, with the reviewing appraiser. Approval to settle the case for $115,000 is hereby given, subject to the chief counsel documenting the file with such an explanation.

Sooner or later the doubtful status of certain classes of equipment will have to be resolved and we trust the State will try one of these cases at an opportune time.

RECEIVED
NOV 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

original To Lindas
11-13-62

NOTED
F. L. FORTNER

RECEIVED
OCT 24 1962
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

October 19, 1962

A. W. Parsons, Division Engineer
08-35.7 Salem, Oregon

Oregon Project U-156(11)
Marquam Bridge Ramps
Parcel 29607 (L-4126 Herman A. Lowen)

By letter, dated September 26, 1962, we advised that a proposed settlement of $117,350.00 substantially exceeded $106,200.00 (corrected review). For this reason we could not approve Federal participation in the proposed settlement.

Subsequently Chief Counsel Lindas has asked us to reconsider our decision. He has submitted a copy of a letter from the owner's attorney, Mr. George W. Mead. Mr. Mead indicates that the proposed settlement was worked out in an attempt to salvage a portion of a tenant's business by moving it onto the remaining portion of the property. Under the present law the cost of moving personal property is not eligible for Federal participation. The tentative law, if enacted, will provide relocation payments where authorized by State laws.

We can appreciate Mr. Lindas' concern that the property owner's attorney may attempt to get the tenant's personal property classified as real property and thus made a major issue in a court case. This problem is one that we will undoubtedly encounter many times in the future in the Portland urban area. It is our understanding that the tenant's lease expires at the end of this year and therefore we would be in a more favorable position in this case than we might be where the owner's personal property was at issue. We are still of the opinion that the proposed settlement substantially exceeds the review appraisal. Unless the owner's attorney wishes to recognize that the present law does not provide compensation for moving personal property and thus lower his demands it appears that condemnation action will be required.

original To Lindas
10-23-62

NOTED
R. L. PORTER

RECEIVED
JUL 26 1962
FOR FILING

FORM [illegible] 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID P. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 24, 1962

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

Re: West Marquam Interchange
Interstate 5 Pacific Highway and
Interstate 405 Stadium Freeway
Bridge No. 8591

To connect the East Bank Freeway Section of the Pacific Highway Interstate 5 with completed portions of the Pacific Highway and the proposed Stadium Freeway the State, in the very near future, will be constructing the West Marquam Interchange.

I am enclosing two prints each of our Drawings 8591-A-B-C-D-E, and -A1 covering plans, elevations of individual ramps, and clearance diagrams for the proposed interchange structures.

As indicated on the plans, ramps A, B, C, and D cross your tracks in the vicinity of Sheridan Street and immediately west of S. W. Moody Avenue.

This structure will be part of the Interstate Highway system, and will be financed entirely from funds of the State and Federal Government without contribution from the Railroads as the project is considered to be of no benefit to the Railroad, with the exception that the Railroads will be reimbursed for their necessary expenses as permitted by PPM 30-3 with amendments and supplements thereto.

I am also enclosing two prints of a line diagram numbered 8B-22-1h indicating the easement areas which the State will require for the construction of these ramps.

Construction of this project is scheduled for the early Spring of 1963, and the enclosed material is being sent you so that the Railroad/Highway agreement may be prepared.

In the construction of this project the State will prepare plans, specifications, award a contract for construction, and supervise construction. Upon completion the State will maintain the structures and all highway appurtenances at its own cost.

During the construction of this project and subject to reimbursement as stated above the Railroad should do the following things:

1. Furnish engineering inspection and watchman and flagman services to protect railroad operations during construction.

2. Remove and protect during construction operations any existing communication or signal lines and replace in final location upon completion of the construction.

3. Maintain present and future trackage and all railroad appurtenances at its own cost and expense.

4. Furnish State a detailed estimate of cost of reimbursable items of work including hourly rates of pay, travel allowances, etc. for protective personnel.

In the layout of the various ramps provision has been made for an off-track maintenance road on the westerly side of the existing track and with provision for a future track 15 feet easterly from the existing track. Reference to Drawing No. 8591-A1 indicates vertical and horizontal clearances. In all cases these clearances are in excess of the minimum PUC clearances.

Will you please examine these plans and return one print of each of the structural drawings to this office with your comments or approval noted.

Please advise if any additional material is required for the preparation of the Railroad/Highway agreement.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/ms
Enclosure

cc: Mr. H. M. Williamson-w/encs. of 2 prints each of 6 drawings
Mr. P. M. Stephenson
Mr. Leonard I. Lindas
Attention: Mr. Herschberger

RECEIVED
JUL 24 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

RECEIVED
JUN 1962
FOR FILING

477 Cottage Street N.E.
Salem, Oregon

June 6, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
Salem, Oregon

By: M. E. Martin
Acting Division Engineer

Oregon I-405-8( )301 West Marquam Interchange to 12th Street

The preliminary plans for the design of ramps, and city street locations for the subject section of Interstate route 405 have been reviewed by this office and our regional office. The following comments are offered for your consideration.

The general local street circulation plan on the south side of the freeway between Broadway and 3rd Avenue is not indicated on the preliminary plan. Some indication of the adequacy of this local circulation system with respect to capacity would seem a necessary first step before approval of the widths proposed on the structures over the freeway. For example, the preliminary plan indicates sufficient width for 4 lanes of traffic on the north leg at the 5th and Caruthers intersection yet all traffic must turn within one block. From a balanced capacity viewpoint perhaps only sufficient width for 2 lanes of traffic is warranted on the 5th Avenue structure.

The unusually wide structure carrying S.W. 1st Ave. across the freeway is evidently an integral part of the urban renewal project. The necessity for this width of structure should be supported.

The other features of the preliminary plans for this section of the Stadium Freeway appear satisfactory.

original To Morgan
6-8-62

NOTED
LLOYD P. SHAW

RECEIVED
SEP 5 - 1958
FOR FILING

Salem, Oregon
September 4, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reply is made to your letter of August 6 concerning design of the Marquam Bridge interchange.

The second paragraph of your letter recommends removal of the raised separator at the west end of the Marquam Bridge structure. Please recall that this interchange was finally approved at a meeting attended by Messrs. Cameron, Thompson, Newton, Polk and Cowan of the Bureau of Public Roads and Edwards, Barbee and Shaw of the Highway Department. This separator was placed as a result of a direct request of the Bureau at that meeting; however, we have no firm conviction re this separator and shall remove it if you wish.

In the third paragraph of your letter you request removal of the ramps connecting Macadam Avenue to the Sunset Freeway. These too were placed on the plan as a direct Bureau request at the above-mentioned meeting. They differ from the plan we originally proposed, but we believed the Bureau plan to be superior and added them for that reason. They serve a definite purpose, in that they connect a major highway traffic stream to the freeway system. We seek their retention, as our designs have been altered and the work placed under contract in the area. Changes at this time would be costly and time-consuming.

The last paragraph of your letter requests two lanes rather than one lane on the ramp from the Marquam Bridge to the Baldock Freeway. The traffic forecast does not support the necessity of two lanes. Furthermore, our "S3F" structure has been designed for one lane. It would be difficult but not impossible to alter the design to two lanes. I suggest a conference with the people you designate to represent the Bureau of Public Roads and our Construction and Bridge Engineers to resolve this matter. This should be held immediately to avoid costly delay.

Very truly yours,

W. C. Williams
State Highway Engineer

By: Forrest Cooper
Deputy State Highway Engineer

TE:AR FC:me
cc Mr. Tom Edwards

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

Edwards

When replying, refer to:
08-35.2

August 6, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We wish to submit the following comments concerning the design of the Sunset Interchange at the west end of Marquam Bridge.

Preliminary plans recently submitted to this office indicate that the southbound connection from the Marquam Bridge to the Baldock Freeway will have a raised lane separator close to the end of the Marquam Bridge structure. We feel that this will present a serious traffic hazard and suggest it be eliminated.

The overall interchange plan previously submitted showing the connections to the proposed Sunset Freeway included ramp connections to handle traffic moving between Macadam Road and Sunset Freeway. Since this will be a local move between Macadam Road and Canyon Road we feel that elimination of these connections should create no hardship on the motorist as he will have access to Harbor Drive and the local street system. This will eliminate two costly connections in a major interchange between two freeways and greatly simplify the interchange design.

The recently submitted plans also indicate that the main Interstate connection between Marquam Bridge and the Baldock Freeway southbound will be a one lane connecting roadway. Since this is to be the main Interstate route we believe this should be two lanes. Lane balance to the south will present a problem, however, we believe this may be corrected by providing the proper merging length before reducing to three lanes on the Baldock Freeway.

Very truly yours,

C.G.Polk

C. G. Polk
Division Engineer

RECEIVED
AUG 8 1958
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
RECEIVED
AUG 11 1958

NOTED--
CE ACE ACE COE

I-B-1 (c) W. Maroyam Inter. Section 1943
301
354

CONFIDENTIAL

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION.

FORM S-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 16, 1968

CONFIDENTIAL

To:

MEMO TO THE FILES

SUBJECT: West Marquam Interchange
Contract No. 6354

The Claims Review Board met at 1:30 P.M. October 14, 1968 in Room 134 of the State Highway Building with the following people present:

On behalf of the contractor and subcontractor:

Bill Hitt, Peter Kiewit Sons' Company
Ron Johansen, Peter Kiewit Sons' Company
Frank Fritzie, Teeples and Thatcher, subcontractor
Rockne Gill, Attorney on behalf of Teeples and Thatcher
Bill Purdy, Attorney on behalf of Teeples and Thatcher

Present on behalf of OSHD were:

A. V. Benedict
J. B. Boyd
Al Rear
Jon Rose

(Herb Schell, Area Engineer for the Bureau of Public Roads attended the meeting as an observer.)

The Claims Board consisted of:

R. L. Porter, Chairman
F. B. Klaboe
G. E. Rohde
C. H. Maison
L. H. Young (substituting for Tom Edwards)

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION

Attorney Gill made the presentation on behalf of the subcontractor and answered most of the questions following with some help from Mr. Fritzie. Attorney Gill described the general nature of the claim citing two specific claims which had previously been referred to in other correspondence as Claim No. 1 for $1,341.33, arising from construction of a manhole which was not on the plans, Claim No. 2 for $4,881.05 arising from installation of a 21-inch sewer line; and what has previously been referred to as Exhibits "A" and "B" for delay time incurred by the contractor in the first portion of the work, and for additional work in installing the Type "B" catch inlets by reason of an alleged change in the sequence of the work.

Claim No. 2 was discussed first. The contractor regards this as additional work. It was stated that Mr. Fritzie was the estimator for Teeples and Thatcher and inspected the job very closely before bidding. It was alleged that construction of this sewer line involved a "substantial change in cost" and that the unit bid price is not applicable. This line was shown on the footing plan (Drawing No. 19214), but was not shown on the drainage plan (Sheet 4A). This was a deep installation. Mr. Klaboe agreed that the drainage excavation was difficult due to old timbers and debris encountered. Mr. Gill stated that the amount of Claim 2 if allowed should be deducted from the Schedule "A" amount.

Mr. Boyd stated the State's position which is summarized in his October 8, 1968 memo, copies of which were provided to the Board. He agreed that this installation was not shown on Drawing 4A and was probably not included in the bid quantity. He referred to a tabulation of plan versus actual drainage excavation (which was attached to the above-mentioned memo) which shows that the overall actual drainage excavation resulted in substantially less of the deepest drainage excavation than would be derived from the plans. Mr. Benedict commented on the claimed amount. The force account record of this work which was kept by the State does not check with the amount of the claim. There was some confusion whether the claim amount takes into account the payments made under the unit bid items. Attorney Gill was not sure.

Claim No. 1 arises the installation of an extra manhole on Water Avenue. Mr. Gill stated that contractor had started tunneling for the installation of a deep sewer line and that the tunnel was over halfway done before the State decided to build a manhole at what would have been the end of the tunnel where the connection of the new line was made to an existing sewer. The amount sought on this claim is in addition to the $525 unit bid item payment. The contractor holds that a change in the method of their construction would have been made earlier had they known of the manhole requirement all along.

Mr. Boyd again read from his written statement emphasizing two points: that the force account record of the total cost of the manhole is about $743, and that

THIS REPORT I[illegible] REPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION.

the tunnel towards the manhole had not advanced, it had barely started. The State contends that this was a unit item, no different than others of the total of four deep manholes constructed on the project.

Attorney Gill then discussed Schedule "B" which totals $11,143.46. He left with the Board two exhibits showing the sequence of the work to be performed as they had planned and then as it was actually performed. They had planned to do the drainage work in two parts. They offered to put the Type "B" catch inlets in with stub-outs to connect to the deck drain lines later. The State would not allow this and they had to come back and put the catch basins in piecemeal. Mr. Gill stated, when asked, that Schedule "B" is concerned entirely with the catch inlets.

The question of timely notice on this item was raised and the answer at this point was evasive. Mr. Gill stated everyone knew about it. He also left copies of diary entries made by a supervisor (of the subcontractor) in 1965 after the third move-in. When the discussion returned to timely notice, reference was made to a September 30, 1965 letter from Teeples and Thatcher to Peter Kiewit Sons' Company and an October 5, 1965 letter from Peter Kiewit Sons' Company to the State. Copies of these letters are in the claim folder submitted earlier by the contractor.

Mr. Boyd read the October 1, 1965 diary entry made by the State's Inspector Murphy to the effect that catch basin grades were ready.

Attorney Gill then discussed Schedule "A" which amounts to $16,225.34, which allegedly represents extra overhead costs incurred. Mr. Gill stated he frankly did not think this was an item that could be passed on to the State. Part of the extra Claim 1 and 2 costs are included in this Schedule "A".

Mr. Gill then summarized the parts of the claim, again mentioning that there was a change in cost involved on Claim No. 2. He agreed to compile additional cost data on this and submit same to Metro.

The Board discussed this matter immediately after the open meeting. It was recognized that the plans were defective in not showing the sewer line which is the subject of Claim No. 2. It was unanimously agreed to sanction a settlement on Claim No. 2 only, as a non-participating complete and final settlement of all claims on the project, the exact amount to be determined after the additional cost material from the contractor is available. It is to be an equitable amount. The question of timely notice was not pursued, but is not the basis of refusal of Schedule "B".

JAB:fw
cc: R. L. Porter
F. B. Klaboe
Tom Edwards
G. E. Rohde
C. H Maison

John A. Bond, Secretary
Claims Review Board

RECEIVED
OCT 17 1968
OFFICE OF
STATE HIGHWAY ENGINEER

US-SU-119 (10) #6355	Willamette River (Harrison St., Corvallis) Br. Sec., Corvallis-Lebanon Hwy.	1963

CIA 2782
CIA 2672

RECEIVED
JAN 31 1967
FOR FILING
US-SU-119(c)
6355

January 30, 1967

Mr. Victor Levy
Asst. Attorney General
Bureau of Labor
Room 115
Labor and Industries Bldg.
Salem, Oregon 97310

Dear Mr. Levy:

Attached is a copy of teamsters' wage rates which were made a part of Contract No. 6427, awarded to Acme Construction Company for paving on the Garden Road-Albany Section of the Albany-Corvallis Highway in Benton County. According to the information given to me by Mr. Ferdig and Mr. Gardner, the teamsters' rates are the only ones in which they were interested.

According to our records Corvallis Sand and Gravel Company was a subcontractor on this contract. We were not able to find any record of Corvallis Sand and Gravel Company in connection with the project purportedly handled by Erickson Paving Company near Foster. Also our records do not show Corvallis Sand and Gravel Company as a subcontractor on the Harrison Street Bridge Approaches on Contract No. 6355 awarded to Inland Construction Company.

If we can be of further assistance in this matter, do not hesitate to get in touch with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

Attachment

STATE COPY

Monthly transaction number 1-20 16355 1-21	FORM R-2A (6-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	State Oregon
Project report number 14 1		County Benton and Linn
		Project number US-SII-119(10)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 22, 1964, is hereby modified as follows:

Revised estimated total cost of project		$ 630,870.
Revised Federal funds	Secondary	$ 264,515.78
	Urban	130,283.89
Other revisions		

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 29th day of December, 19 65.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Persons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

STATE COPY

RECEIVED
NOV 16 1965
FOR FILING

Modification transaction number

Project/Report number
11/19(10)

FC 2R-2A (5-[illegible] /)
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

State: Oregon

County: Benton & Linn

Project number: US-SU-119(10)

6355

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 22, 19 64, is hereby modified as follows:

Revised estimated total cost of project		$ 628,449.00
Revised Federal funds	Secondary Urban	$ 263,533.76 129,800.21
Other revisions		

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 3rd day of November, 19 65.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J B Klaboe

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MX A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

Monthly transaction number	Form [illegible]-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	[illegible]te Oregon
UC-3(5)265 119(10)		County Benton & Linn
Project report number 8	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	Project number US-SU-119(10)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 22, 19 64, is hereby modified as follows:

Revised estimated total cost of project $ 615,792.00
127,400.00 - Urban

Revised Federal funds $ 259,600.00 - Secondary

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 7 day of May, 19 64.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stuart

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
Division Engineer

By L. W. Backlund
L. R. Backlund, Administrative Mgr.

USComm-DC 11170

Oregon State Highway Department

Federal Aid
Project No. US-SU-119(10)

WILLAMETTE RIVER (HARRISON ST., CORVALLIS) BRIDGE SECTION OF THE

CORVALLIS-LEBANON HIGHWAY IN BENTON AND LINN COUNTIES

(Estimate as a basis for modification of project agreement. Based on low bid prices. Revised to include all work retained in P.S. & E. status.)

Salem, Oregon, April 28, 1964

Type Code X071
Willamette River Bridge (Br. #9179)(Sta. 12-93.98 to Sta. 21-82.98)(Contract 6355)

Remove Timber Trestle	All Required			$ 2,000.00
Shoring, Cribbing, etc.	All Required			40,000.00
Structural Excavation	1,400 cu.yds.	$	8.00	11,200.00
Structural Excavation Below Elevation Shown	100 cu.yds.		8.00	800.00
Furnish Timber Piling	4,230 lin.ft.		0.60	2,538.00
Furnish Treated Timber Piling	7,950 lin.ft.		1.00	7,950.00
Drive Timber Piles	341 only		45.00	15,345.00
Seal Concrete	300 cu.yds.		30.00	9,000.00
Class "A" Concrete (2,108 cu.yds.)	All Required			168,000.00
70' to 75' Type III Prestressed Beams	15 only		1,200.00	18,000.00
Metal Reinforcement (360,000 lbs.)	All Required			38,000.00
Structural Steel (Carbon 634,000 lbs. Low Alloy 119,500 lbs.)	All Required			165,000.00
Metal Parapet Railing	1,780 lin.ft.		6.25	11,125.00
8-inch Metal Drain Pipe	100 lin.ft.		5.00	500.00
1½-inch Electrical Conduit	1,000 lin.ft.		1.50	1,500.00
	Subtotal			$490,958.00
	10% Engr. & Cont.			49,095.00
	Total			$540,053.00

Type Code 6202
Roadway (Sta. 7+80 to Sta. 24+00)(Contract 6355)

Clearing and Grubbing	All Required			$ 6,000.00
Removal of Inlets	4 only	$	70.00	280.00
Drainage Excavation, Unclassified	17 cu.yds.		6.00	102.00
Embankment in Place	15,900 cu.yds.		1.10	17,490.00
Finishing Roadbed and Slopes	0.24 mile		2,000.00	480.00
Furnishing and Placing Topsoil	470 cu.yds.		3.00	1,410.00
12-inch Culvert Pipe	70 lin.ft.		3.00	210.00
8-inch Sewer Pipe	96 lin.ft.		2.00	192.00
8-inch Metal Drain Pipe	48 lin.ft.		3.00	144.00

Concrete Inlets, Type "D"	1 only	$ 100.00	$ 100.00
Concrete Inlets, Type "G"	4 only	90.00	360.00
Adjustment of Manholes	2 only	100.00	200.00
Concrete Curbs	40 cu.yds.	45.00	1,800.00
Concrete Walks	150 sq.yds.	5.00	750.00
Metal Guard Rail	525 lin.ft.	2.60	1,365.00
Rail End Pieces	10 only	4.00	40.00
Guide Posts, W-1	12 only	6.00	72.00
Coarse Crushed Material in Base	7,300 cu.yds.	2.15	15,695.00
3/4"-0 Material in Base	890 cu.yds.	2.25	2,002.50
Sprinkling	280 M-gal.	3.00	840.00
SS-1 Asphalt in Sprinkling	1,550 gal.	0.40	620.00
Preparation of Base	0.24 mile	1,000.00	240.00
3/4"-0 Material in Binder Course	42 cu.yds.	5.00	210.00
RC-250 asphalt	7 tons	60.00	420.00
Class "B" Asphaltic Concrete	1,280 tons	6.80	8,704.00
Extra for Paving Approaches	4 only	35.00	140.00
Furnishing and Planting English Ivy	6,300 only	0.30	1,890.00
Organic Fertilizer, 5-3-2	16 cwt.	6.00	96.00
Mulch Material	32 units	15.00	480.00
			$62,332.50
Flagging (57½% of Contractor's Cost)	All Required		$ 1,000.00
Guide Signs	All Required		1,100.00
Seeding and Mulching	All Required		200.00
			$ 2,300.00
Utilities			
Work by Pacific Power & Light Co.	All Required		$ 4,221.49
		Subtotal	$68,853.99
		10% Engr. & Cont.	6,885.01
		Total	$75,739.00

Length of Roadway - - - - - - - - - - - - -0.139 mile
Length of Structure - - - - - - - - - - - -0.168 mile
Total Length - - - - - - - - - - - - - -0.307 mile
Cost of Roadway per Mile- - - - - - - - -$544,834.89

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds *Urban	Federal Funds *Secondary	State Funds
Structure	$540,053.00	$112,200.00	$228,000.00	$199,853.00
Roadway	75,739.00	15,200.00	31,600.00	28,939.00
	$615,792.00	$127,400.00	$259,600.00	$228,792.00

*Note: Prorated on lengths as below.

Length of Secondary Portion - - - - - - - - - - - - -0.206 mile (67%)
Length of Urban Portion - - - - - - - - - - - - - - -0.101 mile (33%)

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

WILLAMETTE RIVER (HARRISON ST. CORVALLIS) BRIDGE SECTION

Project No. US-SU-119(10)

Estimated cost of work by Pacific Power & Light Company:

Distribution Line

Materials	$ 517.54
Labor	754.41
Equipment	83.60
General Overhaul	181.94
Salvage Credit	- 240.00 Cr.
	$1,297.49 State Cost

Transmission Line

Materials	$2,595.80
Labor	5,234.11
Equipment	504.80
Easements & Rights of Way	500.00
Overhead	1,121.78
Salvage Credit	-1,184.48 Cr.
	$8,772.01

State cost 2/6 of - $8,772.01 = $2,924.00

Total State Cost $4,221.49

RECEIVED
JAN 24 1964
FOR FILING

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FO. PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
1-116 & 1-117	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 3		COUNTY Benton & Linn
		PROJECT NO. US-SE-119(10)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

St. Rd. Willamette River Bridge (Corvallis)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10-25-63	0.307
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 611,148.00	$ 126,900.00 - Urban 258,000.00 - Secondary 384,900.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd T. Shaw

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

FORM PR-2, FEDERAL-AID PROJECT AGREEMENT (SUPPLEMENT)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

THE STATE HIGHWAY DEPARTMENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE RULES AND REGULATIONS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, COLOR OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY CREATED THEREBY.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER NO. 11114 OF JUNE 22, 1963, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SAID COMMITTEE, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN THE SAID EXECUTIVE ORDER OR BY RULE, REGULATION OR ORDER OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, OR AS OTHERWISE PROVIDED BY LAW.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY ISSUED PURSUANT TO SECTION 303 OF EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE BUREAU OF PUBLIC ROADS MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE BUREAU, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES."

THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE IN ANY FEDERALLY ASSISTED CONSTRUCTION WORK WHICH IT PERFORMS ITSELF OTHER THAN THROUGH THE PERMANENT WORK FORCE DIRECTLY EMPLOYED BY AN AGENCY OF GOVERNMENT.

THE STATE HIGHWAY DEPARTMENT AGREES THAT IT WILL COOPERATE ACTIVELY WITH THE BUREAU OF PUBLIC ROADS AND THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE COMMITTEE, THAT IT WILL FURNISH THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE BUREAU OF PUBLIC ROADS IN THE DISCHARGE OF THE BUREAU'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE. THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11114 WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925 AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE BUREAU OF PUBLIC ROADS OR THE COMMITTEE PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925. IN ADDITION, THE STATE HIGHWAY DEPARTMENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS THE BUREAU OF PUBLIC ROADS MAY CANCEL, TERMINATE OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE), MAY REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE UNDER ANY OF ITS PROGRAMS SUBJECT TO EXECUTIVE ORDER 11114 UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH STATE HIGHWAY DEPARTMENT, OR MAY REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

Oregon State Highway Department

Federal-Aid
Project No. US-SU-119(10)

WILLAMETTE RIVER (HARRISON ST., CORVALLIS) BRIDGE SECTION OF THE

CORVALLIS-LEBANON HIGHWAY IN BENTON AND LINN COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 11, 1963

Type Code X071
Willamette River Bridge (Br. #9179)(Sta. 12+93.98 to Sta. 21+62.98)(Contract No. 6355)

Remove Timber Trestle	All Req.		$ 2,000.00
Shoring, Cribbing, etc.	All Req.		40,000.00
Structural Excavation	1,400 cu.yd.	$ 8.00	11,200.00
Structural Excavation Below Elevation Shown	100 cu.yd.	8.00	800.00
Furnish Timber Piling	4,230 lin.ft.	0.60	2,538.00
Furnish Treated Timber Piling	7,950 lin.ft.	1.00	7,950.00
Drive Timber Piles	341 only	45.00	15,345.00
Seal Concrete	300 cu.yd.	30.00	9,000.00
Class "A" Concrete (2,108 cu.yds.)	All Req.		168,000.00
70' to 75' Type III Prestressed Beams	15 only	1,200.00	18,000.00
Metal Reinforcement (360,000 lbs.)	All Req.		38,000.00
Structural Steel (Carbon 634,000 lbs.) (Low Alloy 119,500 lbs.)	All Req.		165,000.00
Metal Parapet Railing	1,780 lin.ft.	6.25	11,125.00
8-inch Metal Drain Pipe	100 lin.ft.	5.00	500.00
1 1/4-inch Electrical Conduit	1,000 lin.ft.	1.50	1,500.00
	Subtotal		$490,958.00
	10% Engr. & Cont.		49,095.00
	Total		$540,053.00

Type Code 6202
Roadway (Sta. 7+60 to Sta. 24+00)(Contract No. 6355)

Clearing and Grubbing	All Req.		$ 6,000.00
Removal of Inlets	4 only	$ 70.00	280.00
Drainage Excavation, Unclassified	17 cu.yd.	6.00	102.00
Embankment in Place	15,900 cu.yd.	1.10	17,490.00
Finishing Roadbed and Slopes	0.24 mile	2,000.00	480.00
Furnishing and Placing Topsoil	470 cu.yd.	3.00	1,410.00
12-inch Culvert Pipe	70 lin.ft.	3.00	210.00
8-inch Sewer Pipe	96 lin.ft.	2.00	192.00
8-inch Metal Drain Pipe	48 lin.ft.	3.00	144.00
Concrete Inlets, Type "D"	1 only	100.00	100.00
Concrete Inlets, Type "G"	4 only	90.00	360.00
Adjustment of Manholes	2 only	100.00	200.00
Concrete Curbs	40 cu.yd.	45.00	1,800.00
Concrete Walks	150 sq.yd.	5.00	750.00
Metal Guard Rail	525 lin.ft.	2.60	1,365.00

Rail End Pieces	10 only	$ 4.00	$ 40.00
Guide Posts, W-1	12 only	6.00	72.00
Coarse Crushed Material in Base	7,300 cu.yd.	2.15	15,695.00
3/4" - 0 Material in Base	890 cu.yd.	2.25	2,002.50
Sprinkling	280 M-gal.	3.00	840.00
SS-1 Asphalt in Sprinkling	1,550 gal.	0.40	620.00
Preparation of Base	0.24 mile	1,000.00	240.00
3/4" - 0 Material in Binder Course	42 cu.yd.	5.00	210.00
RC-250 Asphalt	7 ton	60.00	420.00
Class "B" Asphaltic Concrete	1,280 ton	6.80	8,704.00
Extra for Paving Approaches	4 only	35.00	140.00
Furnishing and Planting English Ivy	6,300 only	.30	1,890.00
Organic Fertilizer, 5-3-2	16 cwt.	6.00	96.00
Mulch Material	32 unit	15.00	480.00
			$ 62,332.50
Flagging (57½% of Contractor's Cost)	All Req.		$ 1,000.00
Guide Signs	All Req.		1,100.00
Seeding and Mulching	All Req.		200.00
			$ 2,300.00
	Subtotal		$ 64,632.50
	10% Engr. & Cont.		6,462.50
	Total		$ 71,095.00

Length of Roadway - - - - - - - 0.139 Mile
Length of Structure - - - - - - 0.168 Mile
Total Length- - - - - - - - - - 0.307 Mile
Cost of Roadway Per Mile- - - - $511,474.82

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds		State Funds
		Urban*	Secondary*	
Structure	$540,053.00	$112,200.00	$228,000.00	$199,853.00
Roadway	71,095.00	14,700.00	30,000.00	26,395.00
	$611,148.00	$126,900.00	$258,000.00	$226,248.00

*Note: Prorated on lengths as below.

Length of Secondary Portion	0.206 Mile	(67%)
Length of Urban Portion	0.101 Mile	(33%)

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1925; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Work Retained in PS & E Status

Description	Total Cost	Federal Funds	State Funds
Work by Pacific Power & Light Co.	$3,300.00	$2,000.00	$1,300.00
Work by Pacific N.W. Bell Tel. Co.	550.00	340.00	210.00
Work by City of Corvallis	990.00	620.00	370.00
	$4,840.00	$2,960.00	$1,880.00

Oregon State Highway Department

Federal Aid
Project No. US-SU-119(10)

WILLAMETTE RIVER (HARRISON ST., CORVALLIS) BRIDGE SECTION

OF THE CORVALLIS-LEBANON HIGHWAY IN BENTON AND LINN COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 13, 1963

Type Code X071
Willamette River Bridge (Br. #9179)(Sta. 12+93.98 to Sta. 21+82.98)

Remove Timber Trestle	All Required		$ 5,000.00
Shoring, Cribbing, etc.	All Required		40,000.00
Structural Excavation	1,400 cu.yds.	$ 6.00	8,400.00
Structural Excavation Below Elevation Shown	100 cu.yds.	6.00	600.00
Furnish Timber Piling	4,230 lin.ft.	1.00	4,230.00
Furnish Treated Timber Piling	7,950 lin.ft.	1.50	11,925.00
Drive Timber Piles	341 only	60.00	20,460.00
Seal Concrete	300 cu.yds.	35.00	10,500.00
Class "A" Concrete (2,108 cu.yds. @ $75.00)	All Required		158,100.00
70' to 75' Type III Prestressed Beams	15 only	1,200.00	18,000.00
Metal Reinforcement (360,000 lbs. @ $0.125)	All Required		45,000.00
Structural Steel (Carbon 634,000 lbs. @ 0.23) (Low Alloy 119,500 lbs. @ 0.25)	All Required		175,695.00
Metal Parapet Railing	1,780 lin.ft.	6.00	10,680.00
8-inch Metal Drain Pipe	100 lin.ft.	4.00	400.00
1-1/4 Inch Electrical Conduit	1,000 lin.ft.	1.50	1,500.00
	Subtotal		$510,490.00
	10% Engr. & Cont.		51,049.00
	Total		$561,539.00

Type Code 6202
Roadway (Sta. 7+80 to Sta. 24+00)

Clearing and Grubbing	All Required		$ 4,000.00
Removal of Inlets	4 only	$ 35.00	140.00
Drainage Excavation, Unclassified	17 cu.yds.	4.00	68.00
Embankment in Place	15,900 cu.yds.	1.00	15,900.00
Finishing Roadbed and Slopes	0.24 mile	2,000.00	480.00
Furnishing and Placing Topsoil	470 cu.yds.	3.00	1,410.00
12-inch Culvert Pipe	70 lin.ft.	3.75	262.50
8-inch Sewer Pipe	96 lin.ft.	2.00	192.00
8-inch Metal Drain Pipe	48 lin.ft.	2.50	120.00
Concrete Inlets, Type "D"	1 only	125.00	125.00
Concrete Inlets, Type "G"	4 only	125.00	500.00
Adjustment of Manholes	2 only	100.00	200.00

Concrete Curbs	40 cu.yds.	$ 55.00	$ 2,200.00
Concrete Walks	150 sq.yds.	5.00	750.00
Metal Guard Rail	525 lin.ft.	3.00	1,575.00
Rail End Pieces	10 only	5.00	50.00
Guide Posts, M-1	12 only	7.50	90.00
Coarse Crushed Material in Base	7,300 cu.yds.	3.00	21,900.00
3/4" - 0 Material in Base	890 cu.yds.	4.00	3,560.00
Sprinkling	280 M-gals.	3.00	840.00
SS-1 Asphalt in Sprinkling	1,550 gals.	0.35	542.50
Preparation of Base	0.24 mile	500.00	120.00
3/4" - 0 Material in Binder Course	42 cu.yds.	6.00	252.00
RC-250 Asphalt	7 tons	60.00	420.00
Class "B" Asphaltic Concrete	1,280 tons	7.00	8,960.00
Extra for Paving Approaches	4 only	40.00	160.00
Furnishing and Planting English Ivy	6,300 only	0.30	1,890.00
Organic Fertilizer, 5-3-2	16 cwt.	6.00	96.00
Mulch Material	32 units	13.00	416.00
			$ 67,219.00
Flagging (57½% of Contractor's Cost)	All Required		$ 1,000.00
Guide Signs	All Required		1,100.00
Seeding and Mulching	All Required		200.00
			$ 2,300.00
Utilities			$ 3,000.00
Work by Pacific Power & Light Co.	All Required		500.00
Work by Pacific N.W. Bell Tel. Co.	All Required		900.00
Work by City of Corvallis	All Required		$ 4,400.00
	Subtotal		$ 74,019.00
	10% Engr. & Cont.		7,401.00
	Total		$ 81,420.00

Length of Roadway - - - - - - - - - - - - - 0.139 miles
Length of Structure - - - - - - - - - - - - 0.168 mile
Total Length - - - - - - - - - - - - - - - - 0.307 mile
Cost of Roadway Per Mile - - - - - - - - - $585,755.39

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds Urban*	Federal Funds Secondary*	State Funds
Structure	$561,539.00	$116,500.00	$236,000.00	$209,039.00
Roadway	81,420.00	16,500.00	34,000.00	30,920.00
	$642,959.00	$133,000.00	$270,000.00	$239,959.00

*Note: Prorated on lengths as below.

Length of Secondary Portion - - - 0.206 mile (67%)
Length of Urban Portion - - - - - 0.101 mile (33%)

Oregon State Highway Department

Federal-Aid
Project No. US-SU-119(10)

WILLAMETTE RIVER (HARRISON ST., CORVALLIS) BRIDGE

SECTION OF THE CORVALLIS-LEBANON HIGHWAY IN BENTON AND LINN COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 7, 1963

Type Code X071
Willamette River Bridge (Br. #9179)(Sta. 12+93.98 to Sta. 21+82.98)

Remove Timber Trestle	All Required		$ 5,000.00
Shoring, Cribbing, etc.	All Required		40,000.00
Structural Excavation	1,400 cu.yds.	$ 6.00	8,400.00
Structural Excavation Below Elevation Shown	100 cu.yds.	6.00	600.00
Furnish Timber Piling	4,230 lin.ft.	1.00	4,230.00
Furnish Treated Timber Piling	7,950 lin.ft.	1.50	11,925.00
Drive Timber Piles	341 only	60.00	20,460.00
Seal Concrete	300 cu.yds.	35.00	10,500.00
Class "A" Concrete (2,108 cu.yd. @ $75)	All Required		158,100.00
70' to 75' Type III Prestressed Beams	15 only	1,200.00	18,000.00
Metal Reinforcement (352,700 lbs. @ $0.125)	All Required		44,087.50
Structural Steel (Carbon 634,000 lbs. @ 0.23) (Low Alloy 119,500 lbs. @ 0.25)	All Required		175,695.00
Metal Parapet Railing	1,780 lin.ft.	6.00	10,680.00
8-inch Metal Drain Pipe	100 lin.ft.	4.00	400.00
1-1/4 Inch Electrical Conduit	1,000 lin.ft.	1.50	1,500.00
	Subtotal		$509,577.50
	10% Engr. & Cont.		50,957.50
	Total		$560,535.00

Type Code 6202
Roadway (Sta. 7+80 to Sta. 24+00)

Clearing and Grubbing	All Required		$ 4,000.00
Removal of Inlets	4 only	$ 35.00	140.00
Drainage Excavation, Unclassified	17 cu.yds.	4.00	68.00
Embankment in Place	15,900 cu.yds.	1.00	15,900.00
Finishing Roadbed and Slopes	0.24 miles	2,000.00	480.00
Furnishing and Placing Topsoil	470 cu.yds.	3.00	1,410.00
12-inch Culvert Pipe	70 lin.ft.	3.75	262.50
8-inch Sewer Pipe	96 lin.ft.	2.00	192.00
8-inch Metal Drain Pipe	48 lin.ft.	2.50	120.00

Concrete Inlets, Type "D"	1 only	$ 125.00	$ 125.00
Concrete Inlets, Type "G"	4 only	125.00	500.00
Adjustment of Manholes	2 only	100.00	200.00
Concrete Curbs	40 cu.yds.	55.00	2,200.00
Concrete Walks	150 sq.yds.	5.00	750.00
Metal Guard Rail	525 lin.ft.	3.00	1,575.00
Rail End Pieces	10 only	5.00	50.00
Guide Posts, W-1	12 only	7.50	90.00
Coarse Crushed Material in Base	7,300 cu.yds.	3.00	21,900.00
3/4" - 0 Material in Base	890 cu.yds.	4.00	3,560.00
Sprinkling	280 M-gals.	3.00	840.00
SS-1 Asphalt in Sprinkling	1,550 gals.	0.35	542.50
Preparation of Base	0.24 mile	500.00	120.00
3/4" - 0 Material in Binder Course	42 cu.yds.	6.00	252.00
RC-250 Asphalt	7 tons	60.00	420.00
Class "B" Asphaltic Concrete	1,280 tons	7.00	8,960.00
Extra for Paving Approaches	4 only	40.00	160.00
Furnishing and Planting English Ivy	6,300 only	0.30	1,890.00
Organic Fertilizer, 5-3-2	16 cwt.	6.00	96.00
Mulch Material	32 units	13.00	416.00
			$ 67,219.00
Flagging (57½% of Contractor's Cost)	All Required		$ 1,000.00
Guide Signs	All Required		1,100.00
Seeding and Mulching	All Required		200.00
			$ 2,300.00

Utilities

Work by Pacific Power & Light Co.	All Required	$ 3,000.00
Work by Pacific N.W. Bell Tel. Co.	All Required	500.00
Work by City of Corvallis	All Required	900.00
		$ 4,400.00

Subtotal	$ 74,109.00
10% Engr. & Cont.	7,401.00
Total	$ 81,420.00

Length of Roadway - - - - - - - - - - - 0.139 mile
Length of Structure - - - - - - - - - - 0.168 mile
Total Length - - - - - - - - - - - - - 0.307 mile
Cost of Roadway per mile - - - - - - - $585,755.39

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds Urban*	Federal Funds Secondary*	State Funds
Structure	$560,535.00	$116,500.00	$236,000.00	$208,035.00
Roadway	81,420.00	16,500.00	34,000.00	30,920.00
	$641,955.00	$133,000.00	$270,000.00	$238,955.00

*Note: Prorated on lengths as below.

Length of Secondary Portion - - - - - - - 0.206 mile (67%)
Length of Urban Portion - - - - - - - - - 0.101 mile (33%)

Oregon State Highway Department

Federal Aid
Project No. US-30-119(10)

WILLAMETTE RIVER (HARRISON St., CORVALLIS) BRIDGE SECTION

OF THE CORVALLIS-LEBANON HIGHWAY IN BENTON AND LINN COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 22, 1963

Type Code X071
Willamette River Bridge (Br. #9179)(Sta. 12+93.98 to Sta. 21+92.98)

Remove Timber Trestle	All Required			2,500.00
Shoring, Cribbing, etc.	All Required			40,000.00
Structural Excavation	1,200 cu.yds.	$	6.00	7,200.00
Structural Excavation Below Elevation Shown	100 cu.yds.		6.00	600.00
Furnish Timber Piling	4,230 lin.ft.		1.00	4,230.00
Furnish Treated Timber Piling	7,950 lin.ft.		1.50	11,925.00
Drive Timber Piles	341 only		60.00	20,460.00
Seal Concrete	300 cu.yds.		35.00	10,500.00
Class "A" Concrete (2,108 cu.yds. $75.00)	All Required			158,100.00
70' to 75' Type III Prestressed Beams	15 only		1,200.00	18,000.00
Metal Reinforcement (338,700 lbs. $0.125)	All Required			42,337.50
Structural Steel (Carbon 430,600 lbs. $0.23) (Low Alloy 295,000 lbs. $0.25)	All Required			172,988.00
Metal Parapet Railing	1,780 lin.ft.		6.00	10,680.00
8-inch Metal Drain Pipe	100 lin.ft.		4.00	400.00
1 1/4-inch Electrical Conduit	1,000 lin.ft.		1.50	1,500.00
	Subtotal			$501,420.50
	10% Engr. & Cont.			50,141.50
	Total			$551,562.00

Type Code 6202
Roadway (Sta. 7+80 to Sta. 24+00)

Clearing and Grubbing	All Required			$ 4,000.00
Removal of Inlets	4 only	$	35.00	140.00
Drainage Excavation, Unclassified	17 cu.yds.		4.00	68.00
Embankment in Place	15,900 cu.yds.		1.00	15,900.00
Finishing Roadbed and Slopes	0.24 miles		2,000.00	480.00
Furnishing and Placing Topsoil	470 cu.yds.		3.00	1,410.00
12-inch Culvert Pipe	70 lin.ft.		3.75	262.50
6-inch Sewer Pipe	96 lin.ft.		2.00	192.00
8-inch Metal Drain Pipe	48 lin.ft.		2.50	120.00
Concrete Inlets, Type "D"	1 only		125.00	125.00
Concrete Inlets, Type "G"	4 only		125.00	500.00
Adjustment of Manholes	2 only		100.00	200.00

Concrete Curbs	40 cu.yds.	$ 55.00	$ 2,200.00
Concrete Walks	150 sq.yds.	5.00	750.00
Metal Guard Rail	525 lin.ft.	3.00	1,575.00
Rail End Pieces	10 only	5.00	50.00
Guide Posts, W-1	12 only	7.50	90.00
Coarse Crushed Material in Base	7,300 cu.yds.	3.00	21,900.00
3/4" - 0 Material in Base	890 cu.yds.	4.00	3,560.00
Sprinkling	280 M-gal.	3.00	840.00
SS-1 Asphalt in Sprinkling	1,550 gal.	0.35	542.50
Preparation of Base	0.24 miles	500.00	120.00
3/4" - 0 Material in Binder Course	42 cu.yds.	6.00	252.00
RC-250 Asphalt	7 tons	60.00	420.00
Class "B" Asphaltic Concrete	1,280 tons	7.00	8,960.00
Extra for Paving Approaches	4 only	40.00	160.00
Furnishing and Planting English Ivy	6,300 only	0.30	1,890.00
Organic Fertilizer, 5-3-2	16 cwt.	6.00	96.00
Mulch Material	32 units	13.00	416.00
			$ 67,219.00

Flagging (57½% of Contractor's Cost)	All Required	1,000.00
Guide Signs	All Required	1,100.00
Paint Traffic Markers	All Required	100.00
Seeding and Mulching	All Required	200.00
		$ 2,400.00

Utilities

Work by Pacific Power & Light Co.	All Required	$ 3,000.00
Work by Pacific N.W. Bell Telephone Co.	All Required	500.00
Work by City of Corvallis	All Required	900.00
		$ 4,400.00

Subtotal	$ 74,019.00
10% Engr. & Cont.	7,401.00
Total	$ 81,420.00

Length of Roadway	0.139 Mile
Length of Structure	0.168 Mile
Total Length.	0.307 Mile
Cost of Roadway Per Mile.	$585,755.39

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds *Urban	Federal Funds *Secondary	State Funds
Structure	$551,562.00	$114,500.00	$232,000.00	$205,062.00
Roadway	81,420.00	16,500.00	34,000.00	30,920.00
	$632,982.00	$131,000.00	$266,000.00	$235,982.00

*Note: Prorated on lengths as below.

Length of Secondary Portion . . . . . 0.206 Miles (67%)

Length of Urban Portion . . . . . 0.101 Miles (33%)

RECEIVED
DEC 1 - 1965
FOR FILING
11E 3-1-119(10)
6355

November 30, 1965

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment for $2,310 will be made to Inland Construction Company on Contract No. 6355 for structure, grading, and paving on the Willamette River Bridge in Corvallis on the Corvallis-Lebanon Highway in Benton and Linn Counties, as soon as the warrant is prepared.

The total amount paid on this contract will be $569,572.17 including the post-final payment. Of the total $2,233.28 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Inland Construction Company
6202 S. E. Harmony Road
Milwaukie 22, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
NOV 24 1965
FOR FILING

11-24-65(12)
6252

November 10, 1965

4033

#15

Inland Construction Company
6202 S.E. Harmony Road
Milwaukie 22, Oregon

Gentlemen:

The State Highway Commission at its meeting on November 4 considered your request for 11 additional workdays to complete Contract No. 6353 for structure, grading, and paving on the Harrison Street Bridge in Corvallis on the Corvallis-Lebanon Highway in Benton and Linn Counties.

After considering the recommendation of the Engineer and other available information, the Commission granted your request without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fhs
cc R. D. Asburry
Jack Davis
L. D. Merchant
L. H. Young
C. H. Maison
Bureau of Public Roads

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. T. Edwards

DATE: October 15, 1965

In reply refer to: 08-35.6

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project US-SU-119(10)
Willamette River (Harrison Street) Bridge
Time Extension

Your letter of September 30, 1965 requesting our reconsideration of the proposed time extension provides essentially the same information contained in Mr. Merchant's August 4 letter. As stated in our August 23 memorandum we question the proposed additional time for the extra work performed since it is our understanding that most of it was carried on concurrently with other project work.

As for completing the bridge under traffic we agree that some portional and reasonable allowance can be made for the final 10 days of construction. If there are other circumstances that can justify additional time, we will need more specific information before we can concur in an extension of time.

RECEIVED
OCT 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 4 - 1965
FOR FILING

1-1-1-11-7(10)
6355

November 3, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 13
November 4, 1965 Meeting

Gentlemen:

The contractor on the Harrison Street Bridge in Corvallis, Inland Construction Company, Contract No. 6355, requests that he be allowed eleven workdays in which to complete the project without the assessment of liquidated damages.

Because the contractor was somewhat inconvenienced by extra work at the order of this Department, which was to ease concentration of traffic loads during Oregon State University sporting events and further due to the fact that he actually opened the bridge to traffic at the end of 190 workdays, I recommend that his request be granted.

The matter will be on the agenda for the November 4 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
Tom Edwards
Victor D. Wolfe
I. D. Merchant
C. H. Maison
L. H. Young
R. D. Asburry

RLP:ms bg

E—330 (Rev.)—6M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date October 12, 1964

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 200 days to 300 days, within which to complete our Contract No. 6355, without the assessment of liquidated damages. The said contract is described as follows:

Willamette River (Harrison St.) Bridge

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Additional work, negotiated through price agreements, will require considerable work in favorable weather during the spring of 1965.

Respectfully submitted,

Inland Construction Company
Contractor

By D. H. Gordon
president

CONSENT OF SURETY

Date October 12, 1964

We, UNITED PACIFIC INSURANCE COMPANY

, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

A. G. Mansfield
A. G. Mansfield, Attorney-in-fact

MANSFIELD & CO.
by: Hilary L. Kennedy
Resident Agent

(SEAL)

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6355 Contractor Inland Construction Co.

Highway Corvallis - Lebanon

Section Willamette River Bridge

Kind of Work Structure, Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or ~~GRANTED~~. The reasons for such recommendation are as follows:

Only justifiable reason would be the extension of project by extra work, if extra, all extra work being performed when workdays were not charged or at times when it no way conflicted with the progress of the main contract.

The project was completed in 211 work days and it is recommended that the contractor be granted an 11 work dys extension.

Recommended for Approval:

R. D. Ashbury
Division Engineer

Ivan V. Marchant
~~Construction Engineer~~ or
Bridge Engineer

Engineer
State Highway Engineer

Contract No.	6355
Project designation	03-Ben-119(15) Federal
Date awarded	November 22, 1963
Work started	December 17, 1963
Per cent completed	75% Oct. 12, 1964
No. of Workdays Allowed	200
No. of Workdays Used	181 (Oct. 14, 64)
No. of Added Workdays Requested	100

RECEIVED
OCT 1 - 1965
FOR FILING

September 30, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Willamette River
(Harrison Street) Bridge
Contract No. 6355
FAP No. US-50-119(10)

Dear Sir:

I have your memo of August 23, 1965 (08-35.4-DB) denying concurrence in our proposed extension of time for the above project.

I wish to ask reconsideration of your denial and I submit the following data in regard thereto:

First, the contract was awarded on November 22, 1963, allotting 200 work days. The bridge was actually opened to traffic on November 20, 1964 at the expiration of 190 work days, even though the contractor had spent a total of 11 work days on extra work not contemplated in the contract and which, in reality, should not have been charged.

In November, we became involved in the problem of traffic to the sporting events on the Oregon State University campus and it was in the best interests of the public that we carefully control the sequence of operations at that time. As a consequence, the contractor was not able to actively prosecute the project in the ten remaining days specified in the contract, nor in the 11 days to which he would normally have been entitled for the extra work which was done but for which he improperly was charged work days.

It is, in fact, basically because of the interference of the State Highway Department that the contractor was unable to complete the project on time. We are of the opinion that our action was in the public interest and feel it improper to penalize the contractor under these conditions.

We ask your reconsideration of our request.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Ivan Merchant

TE:jwa

RECEIVED
SEP 27 1965
FOR FILING

US-SU-119(10)

September 24, 1965

Mr. A. E. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Re: Federal-Aid Project
Acceptance

Dear Sir:

Your June 11, 1965, endorsement noted that construction on Contract No. 6335, Willamette River Bridge Section in Benton and Linn Counties, Federal-Aid Project No. US-SU-119(10) was satisfactory. The State Highway Commission authorized acceptance of the contract as of September 17, 1965.

Attached and listed below are data necessary for your acceptance of the project.

All participating work under State Force
under by State Forces, or others,
completed 9-10-65

Attachments are as follows:

Laboratory materials certification
Statements of underruns and overruns
Monthly Project Cost Report (F-236)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

NKG:ls

Enc.

cc: C. H. Nelson
I. D. Marchant
R. H. Chase

RECEIVED
SEP 17 1965
FOR FILING
us-cu 119(10)
6355

September 17, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed June 12, 1965, on Contract No. 6355. The contract was with Inland Construction Company and was for structure, grading, and paving on the Willamette River Bridge Section of the Corvallis-Lebanon Highway in Benton County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 17, 1965, and that you concur in this procedure at the Commission meeting on September 28.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
R. D. Asburry

bg fn

RECEIVED
AUG 24 1965

Form CO-12a (11-63) (Prea. by A.O. [illegible])

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

US-SU-119(10)

6.3.5

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 23, 1965

In reply refer to: 08-35.4-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
M. E. Martin
District Engineer

SUBJECT: Oregon Project US-SU-119(10)
Willamette River (Harrison Street) Bridge
Lebanon-Corvallis Highway
Time Extension

Reference is made to Mr. Merchant's letter of August 4, 1965 requesting our concurrence in a time extension of eleven workdays on subject project. The 200 workday time limit was exceeded by eleven workdays and the contractor in October, 1964 requested an additional 100 workdays in which to complete the contract.

Mr. Merchant suggests that the eleven workday extension is justified because of the contractor's diligence in completing contract work to the extent that traffic could be routed over the new structure for a "football" weekend, and too, approximately $12,000 was added in extra work orders and price agreements.

It is our understanding that a large portion of the $12,000 additional work was provided for under price agreements 5 and 6. These price agreements provided for lengthening the approach embankment to the existing structure and installation of navigation lights, respectively. Since this additional work was generally accomplished by subcontractors, concurrent with other project work, or during periods when workdays were not charged, and had no direct bearing on the overall completion of the project, we do not feel that this additional work is sufficient justification for a time extension. Too, opening of the new structure prior to completion of the project could have been anticipated by the contractor at the time bids were submitted.

In view of the above, we do not agree that an eleven day time extension is warranted. Concurrence in Mr. Merchant's request is hereby denied.

CRM:ks
8-25-65

NOTED
TOM EDWARDS

RECEIVED
AUG 24 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM C-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Willamette River Bridge (Harrison St., Corvallis)		WEEK ENDING: June 18, 1965
		SECTION PREFIX: 102-1062
HIGHWAY: Corvallis-Lebanon		COUNTY: Benton & Linn
NAME OF JOB: Willamette River Bridge	KIND OF WORK: Structure, grading and paving	
CONTRACTOR: Inland Construction Co. 6202 S.E. Harmony Rd., Milwaukie, Oreg.	CONTRACT NUMBER: 6355	FEDERAL AID PROJECT NUMBER: US-SU-119(10)
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: 12-17-63	ESTIMATED COMPLETION DATE: June 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS: 200	WORK DAYS USED: 211
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 105
PROJECT AUTHORIZATION: $630,253.69		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 %
EXCLUSIVE OF ENGINEERING: $585,435.65	ENGINEERING AUTHORIZATION: $44,818.04	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $582,095.49	ENGINEERING COST TO DATE: $44,000.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100%
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0.6 %	PERCENT OF AUTHORIZATION: 98 %	DATE PROJECT WAS COMPLETED: June 12, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

	CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
	100	100	100	100	100			
				GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT				0.24	0.24			0.24
MILES PARTIALLY COMPLETED								
MILES COMPLETED				0.24	0.24			0.24
TOTAL ESTIMATED QUANTITIES (CONTRACT)				15,900	8,190			1,280
TOTAL QUANTITIES CORRECTED TO DATE				22,630	7,443			1,232
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE				22,630	7,443			1,232
AVERAGE DAILY QUANTITIES								
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME								
NUMBER OF SHIFTS PER DAY								
HOURS PER SHIFT								

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	9179							
PERCENT	100							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY	June 12th - Pt. cloudy	0	0	All work completed.

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	June 12th - Painter's crew completed final touch-up on steel spans. All work Complete.

REMARKS

All work complete.

SIGNED ~~Jack Davis~~ LOCATION ~~Corvallis~~

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES (GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F218

RECEIVED
JAN 27 1965
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
December 21, 1964

Agenda Item 4-f

Mr. H. S. Cox
County & City Engineer
Building

Attentinn: Mr. Don Harwell
Office Engineer

Cooperative Constr.-Maint. Agreement
Navigation Lights, Harrison St. Bridge
Corvallis-Lebanon Highway #210
City of Corvallis

Attached is a conformed copy of an agreement with the City of Corvallis pertaining to the Harrison Street Bridge Section of the Corvallis-Lebanon Highway in City of Corvallis.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Corvallis.

Secretary

rn
Attach: 1

RECEIVED
DEC 9 - 1964
FOR FILING

December 8, 1964

United Concrete Pipe Corporation
P. O. Box 467
Auburn, Washington

Attention: Mr. Milford C. Baker
Manager, Operations

Gentlemen:

Thank you for your letter of December 3 informing us that you have received from Inland Construction Co. an additional payment of $17,641.50, reducing their payment with you to $7,354.20.

You state that this is in reference to your claim in connection with Contract No. 6355 with Inland Construction Co. for structure, grading and paving on the Willamette River Bridge (Harrison St., Corvallis) Section of the Corvallis-Lebanon Secondary Highway in Benton and Linn Counties.

This information is being noted in our records and we are advising the contractor and the surety of the receipt of your letter.

Yours very truly,

CWH:fp

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Wn.
Attn.: W. T. Atkins

Mansfield & Co.
1975 S. W. 5th Avenue
Portland 1, Oregon

Inland Construction Co.
6202 S. E. Harmony Road
Milwaukie 22, Oregon

NOTED ON CARD

Commissioners

UNITED CONCRETE PIPE CORPORATION

P. O. BOX 467
AUBURN, WASHINGTON

December 3, 1964

State of Oregon,
State Highway Department,
Salem, Oregon 97310

Attention: Mr. Floyd Query, Secretary
Oregon State Highway Commission

Re: Oregon Cont. # 6355
Inland Construction Co.
Williamette River Bridge
Harrison Street, Corvallis
U.C.P.C. Job D-391

Gentlemen:

Your letter of December 1st., received and duly noted.

We wish to notify you at this time that on November 27, 1964, the above Contractor made an additional payment of $17,641.50, thus reducing his balance with us to $7,354.20.

We are notifying you because it is not our desire to hold up funds to Inland Construction Co., beyond their balance with us.

As payments come in, we will forward notices to you promptly.

Very truly yours,

UNITED CONCRETE PIPE CORPORATION

By Milferd C. Baker (p)
Milferd C. Baker
Manager, Operations

MCB:js
cc: United Pacific Ins. Co.
P.O.Box 1216
Tacoma, Wash.
Attn.: W.T. Atkins

Manfield & Co.
1975 S.W. 5th Ave.,
Portland 1, Oregon.

Inland Construction Co.
6202 S.E. Harmony Road,
Milwaukie, Oregon

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon.

NOTED
FLOYD QUERY

RECEIVED
DEC 4 - 1964
FOR FILING

6355

December 2, 1964

Oregon State Highway Commission

Gentlemen:

Presented for your consideration at the December 15 Commission meeting will be a cooperative construction-maintenance agreement with the City of Corvallis pertaining to the Harrison Street Bridge Section of the Corvallis-Lebanon Highway No. 210.

This agreement provides for construction and maintenance of the navigational lights to be installed on said Harrison Street Bridge at the sole expense of the State.

The contractor has agreed to install the lights at a cost of $6,300 and this figure has the concurrence of the Bridge Division.

Upon completion of the project, the City will assume and pay for all electrical energy consumed by said navigational lights.

It is recommended that you approve this agreement and authorize the Secretary to sign in your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Lloyd P. Shaw
Victor D. Wolfe
R. D. Asburry
H. S. Cox
F. D. Morgan
Ivan Merchant
C. H. Maison

DH:mm bbc

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DEC 14 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 1, 1964

RECEIVED
DEC 3 1964
HOWELL APPLING, JR.
SECRETARY OF STATE

File Claim No. 4099

FILED
DEC
HOWELL APPLING, JR.
SECRETARY OF STATE

United Concrete Pipe Corporation
P. O. Box 467
Auburn, Washington

Attention: Mr. Milford C. Baker
Manager, Operations

NOTED ON CARD

Gentlemen:

This will acknowledge receipt of your claim letter of November 24 stating that Inland Construction Co. owes you $24,995.70 for materials. From the description given, this appears to be in connection with our Contract No. 6255 awarded to Inland Construction Co. for structure, grading and paving on the Willamette River Bridge (Harrison St., Corvallis) Section of the Corvallis-Lebanon Secondary Highway in Benton and Linn Counties.

We will advise the surety, the United Pacific Insurance Company, and the agent, Mansfield & Company, 1975 S. W. 5th Ave., Portland 1, of the receipt of the claim.

Your claim letter is being forwarded to the Secretary of State for filing.

When the claim has been paid, please let us know so that we may clear our records.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc:
United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Wn.
Attn.: W. T. Atkins

Inland Construction Co.
6202 S. E. Harmony Road
Milwaukie 22, Oregon

Mansfield & Co.
1975 S. W. 5th Ave.
Portland 1, Oregon

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Commissioners

(Please acknowledge receipt of this claim on the enc. copy of this letter)

NOTED
C. W. HEAD

UNITED CONCRETE PIPE CORPORATION

P. O. BOX 467
AUBURN, WASHINGTON

November 24, 1964

State of Oregon,

Oregon State Highway Department,

Salem, Oregon.

NOTICE IS HEREBY GIVEN that United Concrete Pipe Corporation has furnished materials to Inland Construction Co., 6202 S. E. Harmony Rd., Milwaukee, Oregon and has a claim in the sum of Twenty-four thousand nine hundred ninety-five and 70/100 Dollars ($24,995.70) against the bond taken from United Pacific Insurance Co., Agent, Mansfield and Co., 1975 S. W. 5th Ave., Portland, Oregon, for the construction project of Oregon State Highway Department - Harrison Street Bridge # 9179.

UNITED CONCRETE PIPE CORPORATION

By Milford C. Baker
Milford C. Baker

Manager, Operations

RECEIVED
NOV 25 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 29 1964
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FILING

102-1062

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 20, 1964

Inland Construction Company
6202 S. E. Harmony Road
Milwaukie, Oregon

Attention: Mr. L. H. Gordon

Subject: Willamette River (Harrison Street, Corvallis) Bridge Section
Corvallis-Lebanon Highway
Contract 6355

Gentlemen:

Your request dated October 12, 1964, requesting an increase in the number of workdays from 200 days to 300 days within which to complete the subject project has been referred to this office.

The causes or justification for the extension you listed on the request are: "Additional work, negotiated through price agreements, will require considerable work in favorable weather during the spring of 1965."

It is true that additional work has been requested which could conceivably extend the time within which to complete the project, of which due consideration will be given by the Highway Department. As of this date this additional work has not been performed. At least some of it can not be performed until favorable weather during the spring of 1965. As this work has not been performed, we can not at this time intelligently make a request for a definite time extension. Said recommendation would be to cover only the additional time required to perform the additional work on the contract.

As this contract is on a workday count basis, when, due to inclement weather, less than 60 per cent of daily productiveness normally possible at the same stage of construction under favorable conditions can not be obtained, workdays will not be counted, which should resolve the matter of having to hold some of the work over until next spring due to weather conditions. The above-mentioned request will be held in this office until the additional work is performed and a true determination can be made of the actual time involved, at which time the form with this office's recommendation will be forwarded for further consideration.

Very truly yours,

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:AM
cc Mr. Lloyd P. Shaw
Mr. Ivan Merchant
Mr. Jack L. Davis

RECEIVED
OCT 20 1964
HIGHWAY FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6355

102-1062

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 16, 1964

Inland Construction Company
6202 S. E. Harmony Road
Milwaukie 22, Oregon

Attention: Mr. Lee Gordon

Subject: Willamette River (Harrison Street, Corvallis) Bridge
Corvallis-Lebanon Highway
Contract 6355

Gentlemen:

As discussed with you last Tuesday, October 13, we are becoming increasingly concerned regarding the progress of the subject project, it now appearing that the project will not be completed within the allotted days.

According to the Resident Engineer's report as of October 9, 1964, 89 per cent of the allotted time had elapsed, whereas only 66 per cent of the contract was completed. Should our assumptions be correct and the contract not be completed within the allotted number of days, it will be necessary, in accordance with specifications for the subject project, to assess a penalty for the time overrun. We do not enjoy assessing such penalties to a contractor but as this is a part of the contract we must adhere thereto.

Should it be in the realm of practicability that the work be expedited to the end that it would not be necessary to assess liquidated damages or they be reduced to a minimum, we would appreciate very much that it be done.

Very truly yours,

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:AM
cc Mr. Lloyd P. Shaw
Mr. Ivan Merchant
Mr. G. L. Decker
Mr. Jack L. Davis

RECEIVED
AUG 13 1964
BRIDGE ENGINEERING

FORM E-30X—30M—12-63 84677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 12, 1964

To: Mr. Ivan Merchant
Bridge Engineer
BUILDING

SUBJECT: Willamette River Bridge
(Harrison Street, Corvallis)
Corvallis-Lebanon Highway
Contract 6355

Herewith for your consideration a letter of protest from the contractor on the subject project together with completed form E-379. The contractor is protesting the charging of work days during the peiod of a strike between the Operating Engineers Local 701 and the Corvallis Sand and Gravel Co., who is the subcontractor on the subject project. This strike has shut down the work on the approaches to the structur. The prime contractor has not ceased operations on the structure itself. The only work available on the structure at this time is the construction of the pier in the river. Both approaches have been constructed.

It is the contractors contention that the grading and paving work at this stage of the work represents 60% of their daily productiveness, therefore, they should not be charged work days. This was discussed with Mr. Davis by Mr. Shaw, Mr. Morgan and myself recently where it was decided that the piers represented only a portion of the bridge structure left to be done.

In figuring the percentage of the work available the entire cost of the remainder of the bridge should be taken into consideration rather than just the pier construction. On this basis the approach work would nowhere near represent 60% of the work available at this time. Mr. Davis was instructed to follow this policy and charge work days as long as the contractor could work on the structure itself.

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:dh

cc - Mr. Lloyd Shaw
Mr. F. D. Morgan

RECEIVED
AUG 13 1964
OFFICE OF
STATE BRIDGE ENGINEER

RECEIVED
SEP 10 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Continuation of project ... Final
AUG ... W.K. Martin
... Dist. Engr.
U.S. Bureau of Public Roads

Project Name Willamette River Bridge — Date August 5, 1964

Highway Corvallis - Lebanon — Contract No. 6355

County Benton & Linn — Prefix 102-1062

Contractor Inland Construction Co. — F. A. Project No. US-SU-119(10)

Address 6202 S.E. Harmony Road, Milwaukie, Oreg — Order No. 4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Directional Signing, as per Special Provisions of the contract..

1. Maximum equipment rates as per State-AGC agreement.
2. Contractor's percentage allowance as per original contract.

Location by station numbers:

Throughout project.

Estimate of quantities and cost:

All material, labor, equipment rental: $500.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

$1,100 for Guide Signs allowed for in original Project Authorization.
Remainder of this amount in State Force Order 7 for signing preformed by State crews.
No work has been preformed.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$630,253.69
Present estimate of project cost, including $500.00 for work under this order	$610,257.03
Expected under-run ~~over-run~~ amount	$19,996.66
Expected under-run ~~over-run~~ per cent	3.2%

Space to right of this line is for use of Salem Office

Submitted by: Jack Davis — Resident Engineer

Approval Recommended: R. D. Ahlberg — Division Engineer

Approval Recommended: [signature] — Construction Engineer or Bridge Engineer

Approved [signature] — Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer

State Printing Young 9-10-64

RECEIVED
JUL 20 1964
FOR FILING

3267/713
Ser. oan-454
16 July 1964

Willamette Piledriving, Dredging and Marine
Construction Company
Foot of North Portsmouth Avenue
Portland, Oregon 97203

Gentlemen:

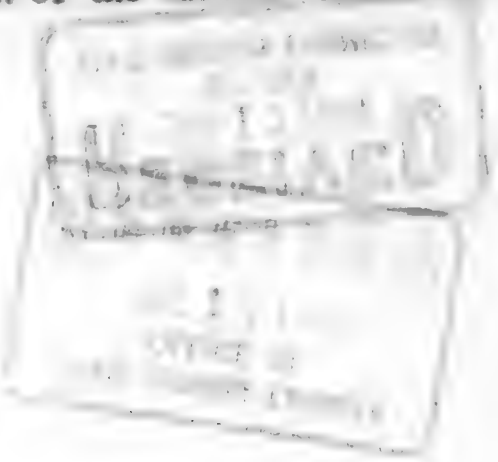
Reference is made to Public Notice dated 4 June 1964 issued by District Engineer, Corps of Engineers, U. S. Army, Portland, Oregon, regarding your application to construct temporary falsework for construction of the Harrison Street Bridge across Willamette River, Mile 131.6, at Corvallis, Oregon.

This office has no objection to your proposed work. However, it will be necessary that you provide adequate temporary bridge navigation lighting while the bridge is under construction and until approved permanent bridge lighting has been installed and is operating. It is requested that you provide us with your work schedule, as well as a drawing showing your proposed work, in order that the Coast Guard may prescribe temporary navigation lighting required. Your work schedule should include type and amount of floating equipment that will be in the area in connection with this work, and the dates the work will commence and end, in each case, in order that a Local Notice to Mariners may be issued. Also, if anchor buoys are used, advise color, size and shape.

Sincerely yours

C. F. GAILEY, JR.
Lieutenant, U. S. Coast Guard
Assistant to Chief, Aids to Navigation Branch
By direction of the District Commander

Copy to:
CofE, Portland
GRUCOM Vancouver
Oregon State Highway Dept
Salem, Ore.



RECEIVED
JUL 20 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Contingent [illegible]
project [illegible]
funds [illegible]
Date [illegible]
U.S. Bureau of [illegible]

Project Name Willamette River Bridge Date June 18, 1964
Highway Corvallis - Lebanon Contract No. 4255
County Benton & Linn Prefix [illegible]
Contractor Tidland Construction Co. F. A. Project No. [illegible]
Address 6202 S.E. Harmony Rd., Milwaukie, Oregon Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Remove soft unstable material from below subgrade at intersection of Harrison and 2nd Streets.

1. Equipment rental rates as per State-AGC agreement.
2. Contractor's percentage allowance as per original contract.

Location by station numbers:

Sta. 10+20 to 10+80

Estimate of quantities and cost:

Equipment rent and labor:
(See back of this page) Total: $500.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Soft unstable material encountered below subgrade at above location, totally unsuitable for subgrade. This material to be removed and replaced with satisfactory material.

This work commenced on June 16, 1964, on verbal approval of Mr. Gerald Miner, Asst. Div. Engr.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 630,253.69	Salem Office
Present estimate of project cost, including $ 500.00 for work under this order	$ 609,531.23	Salem Office
Expected under-run amount	$ 20,722.46	Salem Office
Expected under-run per cent	3.4%	Salem Office

Submitted by: Jack Dawson
Resident Engineer

Approval Recommended: [illegible]
Construction Engineer
Bridge Engineer

Approval Recommended: [illegible]
Division Engineer

Approved [illegible]
Deputy State Highway Engineer
Assistant State Highway Engineer
Office Engineer

State Contracts
original to Young 7-14-64

Estimate of cost:

Equipment Rent

2 trucks, 10 c.y. dump 8 hrs. ea. 16 hrs. at 11.00	176.00
1 tractor, w/dozer, 72 dbhp 12 hrs. at 11.10	133.20
	309.20

Labor

2 Truck driver, 10 cy, at 3.68/hr. ea. 16 hrs. at 3.68	58.88
Tractor operator, 12 hrs. at 4.35	52.20
	111.08
S.I.A.C., Umemp, etc. 13%	14.44
	434.72
Contractor's 15%	65.20
Total	499.92

DISTRIBUTION--June 29, 1964

1. 3 copies--Division Engineer (Mr. Asbury)
2. 1 copy----Accounting
3. 1 copy----Bridge Files

RECEIVED
JUL 1 1964
DIVISION ENGINEER

RECEIVED
APR 6 1964
FOR FILING

Mr. Cooper

STATE OF OREGON
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF THE DIRECTOR
SALEM 97310

March 30, 1964

Mr. Forrest Cooper
State Highway Engineer
State Highway Building
Salem, Oregon 97310

Attention: Mr. P. M. Stephenson, Assistant State Highway Engineer

Gentlemen:

As requested in your letter of March 11, 1964, approval is granted by this Department of a proposed professional service contract between the State Highway Department and Herman Adalist and Associates, Construction Inspectors, 4650 Union Bay Place, Seattle 5, Washington. This contract will provide for inspection of structural steel fabricated in the Auburn, Washington plant of the United Concrete Pipe Corporation.

Approval of this contract is extended pursuant to Administrative Rule 61-050(6)(B) (c). It is understood that preliminary negotiations indicate an estimated contract cost of $6.50 to $6.75 per ton and a total cost of approximately $2,400.00.

We would appreciate receiving a copy of the contract when the final cost figures are developed. If we may be of any further assistance, please do not hesitate to call on us.

Sincerely,

Freeman Holmer

Freeman Holmer
Director

FH:ab
Enclosure

orig to Merchant with enclosures. 4-3 He is to advise when last paragraph has been taken care of. HeB

NOTED
P. M. STEPHENSON

NOTED
FORREST COOPER

RECEIVED
APR 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

477 Cottage Street N.E.
Salem, Oregon 97301

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

March 23, 1964

Original signed by
M. E. [illegible]

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

08-35.2-DB

Oregon Project US-SU 119(10)
Willamette River Br. (Harrison St., Corvallis) Section
Pacific Power & Light Co. Utility Adjustment

Our memorandum dated October 28, 1963 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated November 8, 1963, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated March 6, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Decker's letter dated March 13, 1964. Reimbursement on an agreed lump sum basis of $1,306.98 for distributism work and $2,924.00 for transmission work is approved.

Our Program memorandum dated October 29, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective October 25, 1963. You were authorized to proceed with actual adjustments for the above-mentioned utility effective February 17, 1964. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

NOTED
LLOYD P. SHAW

original To Young
3-26-64

RECEIVED
MAR 12 1964
FOR FILING

6355

March 11, 1964

Director
Department of Finance and Administration
109 State Capitol
Salem, Oregon

Attention: Ralph E. Miner, Administrator
Management Division

Gentlemen:

Your approval of a proposed professional service contract between this Department and Herman Adalist and Associates, Construction Inspectors, 4650 Union Bay Place, Seattle 5, Washington, for shop inspection of structural steel fabrication to be performed in the plant of the United Concrete Pipe Corporation at their Auburn, Washington, plant for Oregon Contract 6355, Willamette River (Harrison Street - Corvallis) Bridge, awarded by the Highway Commission, November 22, 1963, to Inland Construction Company, 6202 S.E. Harmony Road, Milwaukie 22, Oregon, is requested.

This request is made under your Department Rule 61-050(6)(B)(c). Circumstances requiring the request are as follows:

Contract specifications (copy attached), the U.S. Government through the Bureau of Public Roads (financial contributors to the project), and custom require certain inspection by the State to insure compliance with contract specifications and protection of the States interests. Nothing in the contract specifications limits the contractor to in-State purchase of material of this type. The location of the contractors selected fabricating shop, lack of sufficient qualified State personnel and out-of-State travel regulations preclude possibility of the Department performing the required inspection with its own forces.

Attached "Inspection Procedure Requirements" outline work to be performed by the selected agency. This material will be made a part of a letter form of agreement. The basis of payment for the work will be on a unit price per ton of material inspected. The unit price to be agreed upon between the selected agency and the Highway Department and stated in

the letter agreement. Preliminary negotiations with the selected agency indicate the unit price for the work will be approximately $6.50 to $6.75 per ton with an over-all estimated cost of the work to be approximately $2,400.00 for the tonnage involved. The final unit price will be determined prior to completing the agreement.

The Department has set aside sufficient funds to cover the cost of this particular part of the project engineering work.

This agreement is negotiated on the basis of the best available service in the area of the work. This type of service in the past has been considered by us as a technical service and obtained on a bid basis. Recent rulings of the Bureau of Public Works is that this type of service is a professional service; and because of this classification, it is strictly against the ethics of the engineering profession to obtain such services on strictly a bid basis, and further that over-all results will be obtained on a negotiated basis. The firm selected to do the work has the best record of any of the firms we have used on similar work in the Seattle area.

An early reply to this request will be appreciated, as we are advised by the fabricating shop that they intend to start work on the project in the very near future, and we should have our inspectors in the shop at the time the work starts.

Very truly yours,

Forrest Cooper
State Highway Engineer

by

P. M. Stephenson
Assistant State Highway Engineer

CAG:jm
cc C.H. Maison

MISC. CONTRACTS and AGREEMENTS No. _____

RECEIVED
DEC 17 1963

FOR FILING

Salem, Oregon
December 4, 1963

4-w Agenda Item
Cooperative Constr. Agreement
Willamette River-Harrison St. Br. Sec.
Corvallis-Lebanon Hwy.
City of Corvallis

Mr. H. S. Cox
County & City Engineer
O f f i c e

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of a cooperative construction agreement with the City of Corvallis covering the Willamette River-Harrison St. Bridge Section of the Corvallis-Lebanon Highway in City of Corvallis.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Corvallis.

Secretary

rn
Attach: 1

RECEIVED
NOV 26 1963
COMMISSIONERS
FOR FILING

GLENN [illegible]
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6255

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 22, 1963

Inland Construction Co.,
6282 SE Harmony Road
Milwaukie 22
Oregon

Gentlemen:

The State Highway Commission on November 21, 1963, awarded to you State Highway Contract No. 6255 for the following project:

Structure-grading-paving on the Willamette River Bridge Section (Harrison St., Corvallis) on the Corvallis-Lebanon Secondary Highway in Benton-Linn Counties.

This award was based on your low bid of $553,290.50 which was submitted to the Commission on November 19, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc:
Frank Morgan
L. H. Young
R. G. Savage (SLAC)
I. D. Merchant

RECEIVED
DEC 1 1963
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

November 22, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons
Division Engineer
Salem, Oregon

08-35-EC

Oregon Project US-SU-119(10)
Willamette River Bridge Section
Grading, Paving, and Structure

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6355 to Inland Construction Company of Milwaukie, Oregon, low bidder in the amount of $553,290.50 at the November 19, 1963 bid opening.

Mr. Litchfield's November 14, 1963 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our October 28, 1963 memorandum authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates are furnished to and approved by this office.

Our authorization memorandum stipulated that City approval of your revised agreement with them would be required. Our concurrence is given on the basis of verbal information received from your County-City Relations office, to the effect that the City of Corvallis had approved your agreement.

NOTED
LLOYD P. SHAW

original To Young
12-2-63

RECEIVED
NOV 20 1963
FOR FILING
6355

November 19, 1963

Oregon State Highway Commission

Gentlemen:

A cooperative construction agreement between the State and City of Corvallis covering the Willamette River (Harrison Street) Bridge Section of the Corvallis-Lebanon Highway (State Secondary Highway No. 210) will be presented for your consideration at the November 22 Commission meeting.

The agreement provides for State to obtain right-of-way, prepare plans, let and award contracts, and supervise construction of the project. State, at its sole expense, shall relocate or cause to be relocated, all privately owned utilities on private property.

City, at its sole expense, shall relocate or cause to be relocated all private utilities on public streets or ways. City shall prohibit parking on either side of Harrison Street between North Second and North Fourth Streets in Corvallis, and either side of Van Buren Street between North First and North Fourth Streets in Corvallis. City shall designate that portion of Harrison Street easterly of North Fourth Street as part of one-way couplet (westbound), and that portion of Van Buren Street easterly of North Fourth Street as part of one-way couplet (eastbound).

Your approval and authorization for the Secretary's confirmation are recommended on this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
Tom Edwards
H. S. Cox

DNH:mm bbc

RECEIVED
NOV 1 1963
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon 97301

October 30, 1963

Original signed by
M. E. Martin
Dist. Engineer

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

A. W. Parsons
08-35.2DB Division Engineer
Salem, Oregon

Oregon Project US-30 119(10)
Willamette River (Harrison Street, Corvallis) Bridge Section
Grading, Paving and Structure

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance provided as indicated in Mr. Wright's October 18, 1963 letter except for two parcels on which negotiations are in progress or condemnation suits will be filed with the expectation that these parcels will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

The use of the May, 1963 Supplemental Standard Specification for Corrugated Metal Pipe is approved for this specific project. You are urged to revise this supplement as now modified by the special provisions as soon as possible.

The October 7, 1963 final draft of your agreement with the City of Corvallis has been reviewed and provisions for city-owned utility adjustments are considered to be satisfactory. Provisions regarding traffic control measures were inadvertently omitted from the final draft. Our approval will be withheld pending inclusion of appropriate traffic control measures in a supplemental agreement or formal statement. Evidence that city officials have signed the agreement should be furnished prior to our concurrence in award. Copies should be furnished for our approval and files after the agreement is executed.

Painting of traffic markers as a contingent item will not be eligible for Federal participation.

For the prestressing reinforcement on the Harrison Street Bridge, the use of 7/16" or 1/2" diameter, 7-wire strands with ultimate stress of 270 k.s.i. is approved for this specific project.

The mere showing of the dotted line in the typical sections indicating a future 1-1/2" asphaltic concrete wearing surface shall not be construed as

- more -

original to Jones
with attach
11-1-63

NOTED
LLOYD P. SHAW

being an agreement or documentation of project records as to the ultimate pavement structure design which will be eligible for Federal-aid participation.

Your October 22, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

RECEIVED
OCT 31 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 2 - 1963
FOR FILING

October 18, 1963

A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are submitting program data for one project, Item 139 for the Willamette River Bridge (Corvallis) Section, Project US-SF 119(10) which we desire to have included in the Federal-Aid Urban Highway Program.

This is a jointly financed project involving Urban and Secondary funds. The project, accordingly, is being concurrently included in a Federal-aid Secondary Highway Program submission.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JMiller

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-1 (REV. 4-61)

FEDERAL-AID PRO

(PPM 21

	REPORT NUMBER (19)–(20)	PROJECT LOCATION *(45 typewriter spaces)* 21–68		PRESENT	FUTURE (66)–(70)	YEAR (71)–(72
CARD 2	1	St. Rd. Willamette River Br. (Corvallis)	**ADT**	4,350	8,700	80

	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* 28–62	NATL. FOREST (63)–(65)	FH ROUTE NO. (66)–(68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72)–(73)	PL. AUTH Y (74)–(78
CARD 3	Steel Bridge, Gr.,Dr.,Bit.Pave.							

CARD 4	CLASS OF FEDERAL FUNDS: Urban	COUNTY NAME: Bento	
	NAME OF URBAN AREA (17-31): Corvallis	ROUTE NO.	FEDERAL-AID 216

CARD 5	LINE NO. (14-15)	CHANGE CODE (18)	PROJECT CODE 41	WORK CLASS 42	WORK TYPE 43–46	STEP 53	TERMINI *(Full description)*	MILES (54)–(58)	ESTIMATED PROJECT COST: TOTAL ESTIMATED COST (59)–(66)	ESTIMATED PROJECT COST: FEDERAL FUNDS (67)–(76)
1										
5					**PE**		St.Rd. Willamette River Bridge (Corvallis)			
5					**ROW**					
5					**CONST** (CODE)				(650,000) 250,000	150,000
								(0.30) 0.10	(650,000)* 250,000	150,000

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS
1	14	PROGRAM APPROVAL DATES	(16)–(23) (24)–(33)

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
(65)	ADT	4,350 (66)	8,700 (70)	80 (71) (72)	08	Oregon	35 (2) (3)	032 (4) (9)	139 (14) (15)

AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only POST MI.	DESIG.
(69)	(70)	(71)	(72) (73)	(74) (75)	US-SU 14 23	119(10) 7 13		(24) (26)	27

COUNTY NAME: Benton and Linn — CODE: 003 (14) (16)

PROGRAM STAGE: [ ] 1 OR [x] 2

ROUTE NO.	FEDERAL-AID (32)	STATE (36) (37)	U.S. (41)
	216	St.Rd.	

ILES	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
(58) (59)	(66) (67) (76)				One steel girder br. (718') gr.,dr., 2 12' lanes high type pave, 3' to 10' shldrs., curbs on west approach.(Exist. plus new facility to provide 4 -12' lanes ROW - 150'; Access control - partial; Parking restrictions - partial; Utility adj. - required incl. prep. work.
	(650,000) 250,000	150,000	100,000		
(0.30) 0.10	(650,000)* 250,000	150,000	100,000		
	(16) (23) (24) (33)				

REMARKS: Additional data - Item 771, Proj. S-119(7) and Item 816, Proj. S-119(9), Item 841, Proj. SU-US 119(10).

* Jointly financed project utilizing Urban and Secondary Funds.

USCOMM DUSCOMM-DC 48905-P61

WILLAMETTE RIVER BRIDGE (CORVALLIS)

Project No. US-SU 119(10)

Existing Facility, Adjacent Sections

See Item 771, Project S-119(7).

Project Data

Construct new steel girder bridge over the Willamette River and 1st Street (Corvallis) at Harrison St. Length of structure 718'. Included in the proposed work is construction of roadway approaches to connect with FA Route 9 at 3rd St. and the existing highway near the east end of the new structure. The new structure will serve westbound traffic.

The existing structure consisting of a steel truss, 534' in length with 19' horizontal clearance will continue in service for eastbound traffic. This structure connects with Van Buren St. which will be utilized with Harrison St., and the new bridge to result in a one-way couplet crossing of the Willamette River. The roadway approach to the new structure consists of two 12' lanes high type pavement with 3' to 10' shoulders. Curbs are to be constructed on the north roadway approach.

System Action, Airports, Railroads, Water Development - None involved.

Public Hearing - Required, but waived by City of Corvallis.

RECEIVED
OCT 30 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 18, 1963

Right of Way Status
Willamette River Bridge-
Corvallis-Lebanon Highway

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Dear Sir:

All necessary rights of entry have been acquired except for the following files:

File No. 35161 - Captill	$ 2,500
File No. 35166 - Whiteside	3,500
TOTAL	$ 6,000

Relocation assistance has been offered in all displacement of persons occurring on this project.

As of this date, the following files are encumbered by buildings:

File No. 35161	File No. 35167
File No. 35162	File No. 35168
File No. 35164	

All buildings in our possession have been offered for sale at public auction on October 21, 1963, and will be sold with a 30 day removal clause. These buildings which are not saleable will be placed in clearing and grubbing for removal by the contractor. We expect, therefore, to deliver on the letting date all lands required for construction of this project unencumbered and available for immediate use and occupancy of the contractor.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SM
cc: Lloyd P. Shaw
L. H. Young
L. I. Lindas
C. H. Maison

RECEIVED
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 20 1963
FOR FILING

September 19, 1963

Mr. V. L. Goodnight
Director of Public Works
City Hall
Corvallis, Oregon

Dear Mr. Goodnight:

Recently representatives of our Traffic Engineering Division met and discussed with you future traffic matters involving the operation of the existing and proposed Willamette River Bridges in Corvallis.

If these two structures are to operate successfully as one-way bridges, then the very minimum amount of work that should be done is the conversion of Van Buren and Harrison Streets into a one-way couplet at least as far as 4th Street.

As a portion of this couplet, traffic signals should also be install d on a cooperative basis at the intersections of Harrison Street with 2nd and 3rd Streets. The estimated cost of installing these two traffic signals and their interconnection into the existing system is $11,000.

Would you please advise us of the City's willingness to participate in a project as outlined above, assuming that the State and the City share equally in the cost of the signals and that further, the State will install all the necessary signing to make the couplet operate properly as far west as 4th Street.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
Tom Edwards
F. B. Crandall
H. S. Cox
R. D. Asburry

LEG:njc fn

RECEIVED
MAY 10 1963
FOR FILING

U.S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPOP-NA-1.4
NPP 285/70a(Willamette R.-Bridges)-12

9 May 1963

Forrest Cooper

Oregon State Highway Department

Salem, Oregon

Gentlemen:

Inclosed is an instrument signed 1 May 1963 approving the attached plans submitted by you for construction of a bridge across Willamette River at Corvallis, Oregon, Mile 131.6.

It is requested that this office be notified sufficiently in advance of the dates of commencement, suspension, resumption and completion of the work in order that inspections may be made at appropriate times.

Very truly yours,

T. W. RAGSDALE
Chief, Operations Division

1 Incl
Signed Instrument
dtd 1 May 1963

NOTED
R. L PORTER

RECEIVED
MAY 10 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 10 1963
OREGON
STATE HIGHWAY COMMISSION

DEPARTMENT OF THE ARMY

APPROVAL OF LOCATION AND PLANS OF BRIDGE

Whereas *by Title V of an act of Congress approved August 2, 1946, entitled General Bridge Act of 1946 (33 U. S. C., 525–533, as amended) the consent of Congress was granted for the construction, maintenance, and operation of bridges and approaches thereto over the navigable waters of the United States;*

And whereas *section 502(b) of said act provides that: "The location and plans for such bridges shall be approved by the Chief of Engineers and the Secretary of the Army before construction is commenced, and, in approving the location and plans of any bridge, they may impose any specific conditions relating to the maintenance and operation of the structure which they may deem necessary in the interest of public navigation, and the conditions so imposed shall have the force of law;"*

And whereas the OREGON STATE HIGHWAY DEPARTMENT has *submitted plans and a map of the location of a bridge to be constructed across* the WILLAMETTE RIVER at Corvallis, *in the State of* Oregon.

Now therefore, *This is to certify that the location and attached plans are hereby approved by the Chief of Engineers and by the Secretary of the Army, pursuant to the above-mentioned act of Congress, subject to the following conditions:*

1. The district engineer in charge of the locality within which the bridge is to be built may supervise its construction in order that said plans shall be complied with.

2. All work shall be so conducted so that the free navigation of the waterway shall not be unreasonably interfered with and the present navigable depths shall not be impaired. The channel or channels through the structure shall be promptly cleared of all falsework, piling, or other obstructions placed therein or caused by the construction of the bridge, to the satisfaction of the said district engineer, when in his judgment the construction work has reached a point where such action should be taken, and in any case not later than ~~—~~ ninety ~~—~~ *days after the bridge has been opened to traffic.*

Incl 4.

3. The approval hereby granted shall cease and be null and void unless the actual construction of the bridge be commenced within 2 year(s) and completed within 4 years from the date of this instrument.

4. No deviation from the approved plans shall be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the Chief of Engineers and of the Secretary of the Army.

In witness whereof *I have hereunto set my hand by direction of the Chief of Engineers this* 26th *day of* April 1963

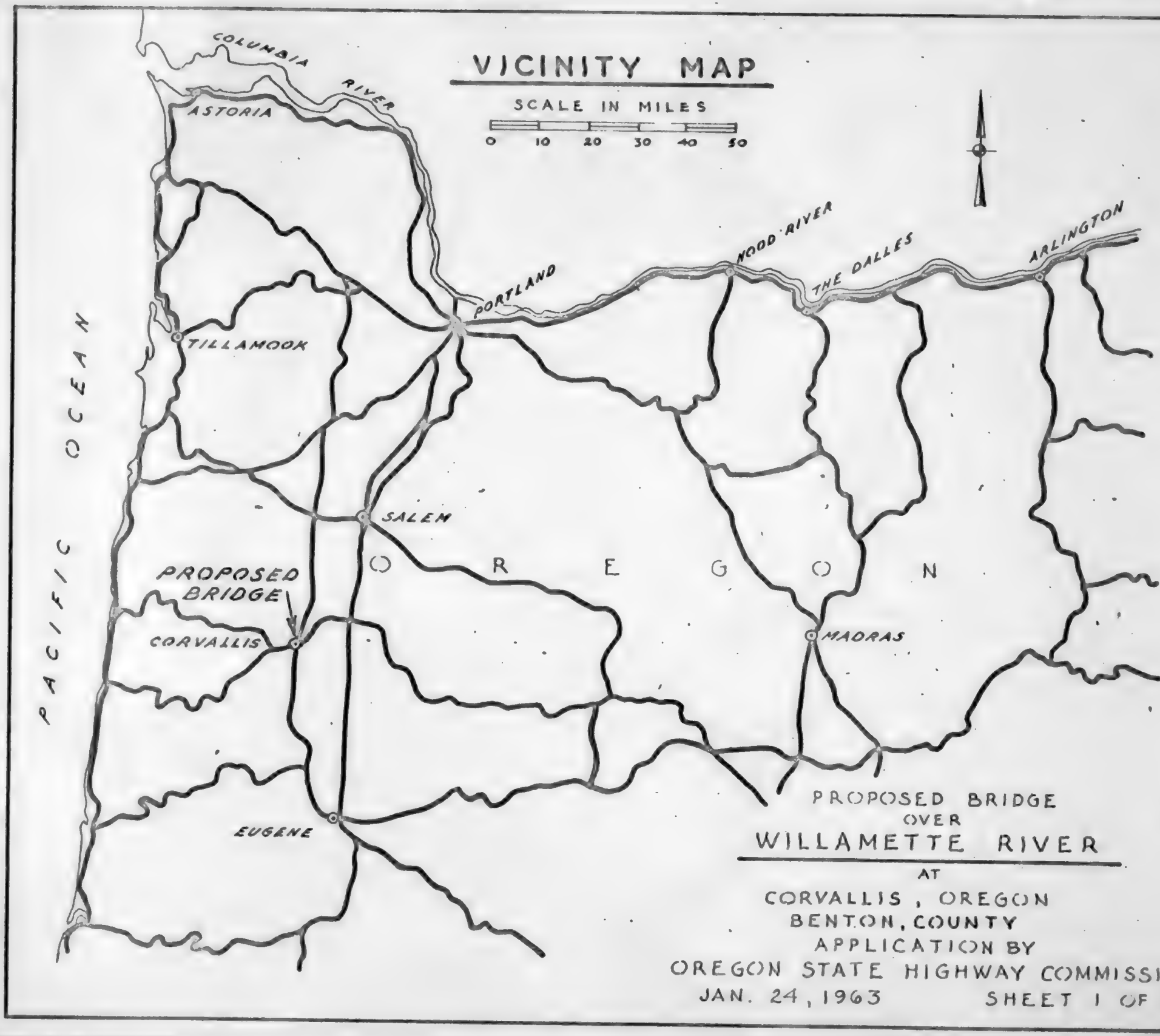
JACKSON GRAHAM
Brigadier General, USA
Director of Civil Works
(Assistant to the Chief of Engineers
for Civil Works)

In witness whereof *I have hereunto set my hand by direction of the ~~Assistant~~ Secretary of the Army this* 1st *day of* ~~April~~ MAY 1963

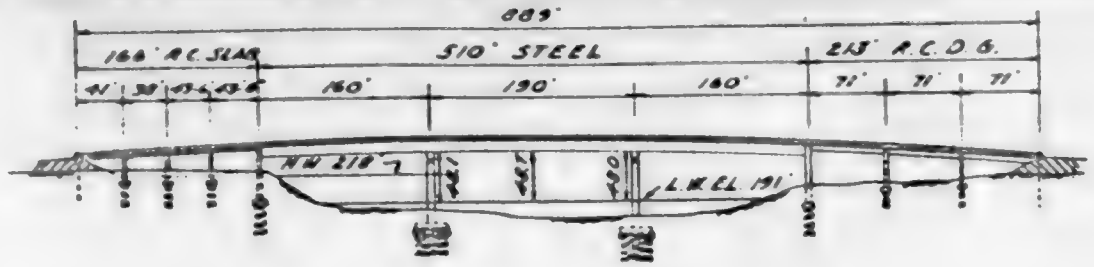
R. A. HERTZLER
Chief, Office of Civil
Functions

ENG FORM 1 APR 58 92D PREVIOUS EDITION MAY BE USED (*EM 1145-2-1*)
GPO 88 6446
☆ U.S. GOVERNMENT PRINTING OFFICE : 1958—O-507884

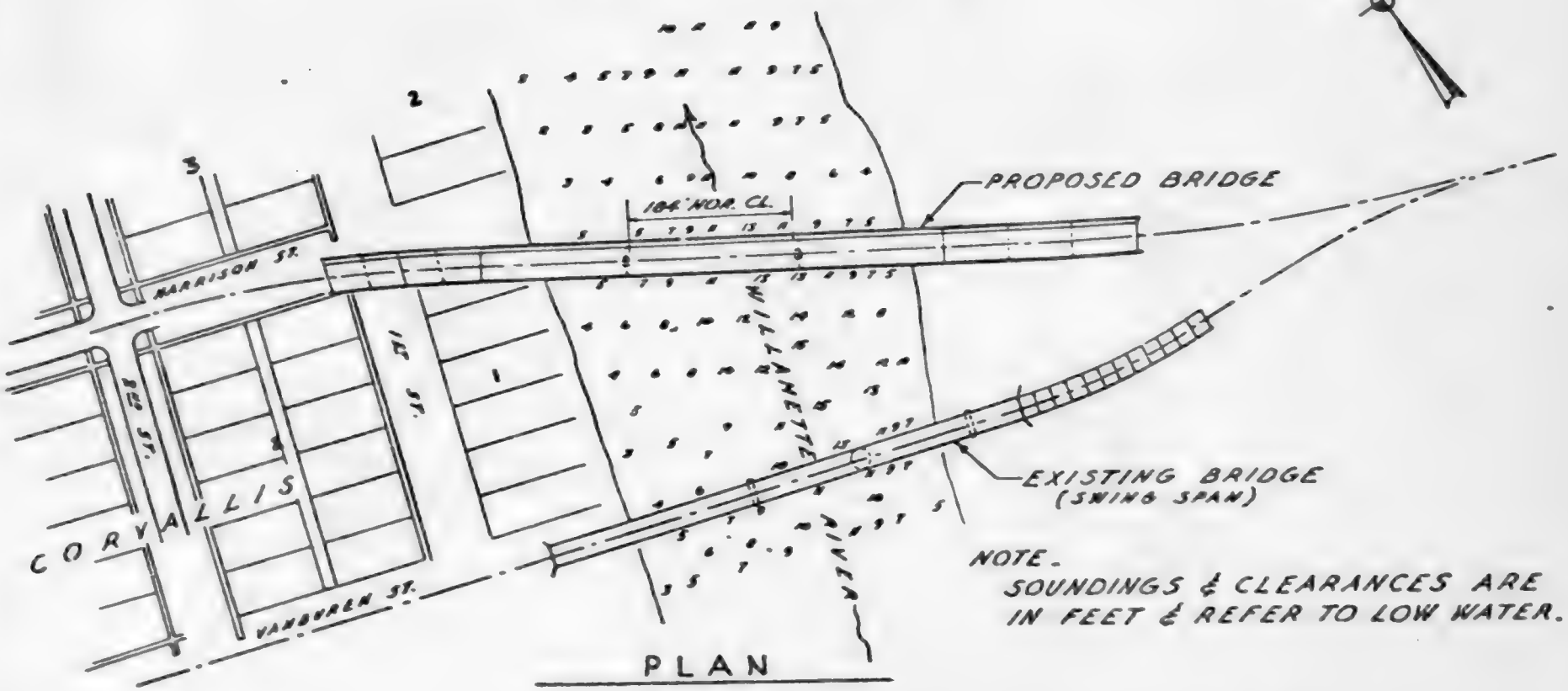
VICINITY MAP



PROPOSED BRIDGE
OVER
WILLAMETTE RIVER
AT
CORVALLIS, OREGON
BENTON, COUNTY
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
JAN. 24, 1963 SHEET 1 OF 2



ELEVATION



NOTE.
SOUNDINGS & CLEARANCES ARE IN FEET & REFER TO LOW WATER.

PLAN

SCALE IN FEET
0 100 200 300

DATUM.
LOW WATER - ELEV. 191.0 (1947 ADJ.)
HIGH WATER - ELEV. 218.0
ORDINARY H.W. - ELEV. 212.0

PROPOSED BRIDGE
OVER
WILLAMETTE RIVER
AT
CORVALLIS, OREGON
BENTON, COUNTY
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
JAN. 24, 1963 SHEET 2 OF 2

Proposed Construction of Bridge Across Willamette River at Corvallis, Oregon	)))	Application by: Oregon State Highway Department Salem, Oregon

FINDINGS OF FACT

1. Proposed bridge: The Oregon State Highway Department proposes to construct a highway bridge across Willamette River to provide a horizontal clearance of 184 feet and vertical clearance of 48 feet above low water and 26 feet above high water.

2. Bridge to be replaced: It is proposed to construct an additional bridge at Corvallis, Oregon.

3. Preliminary conferences or discussions with applicant and other interests: None.

4. Present governing bridge or other structure: Proposed structure provides 6 feet less vertical clearance above low water than controlling downstream structure.

5. Preliminary investigation of District Engineer:

a. Authorized or proposed Federal project and status thereof: The authorized project Willamette River above Portland and Yamhill River, Oregon, is 37% complete. The 8-foot channel between Portland and Oregon City and a 2.5 to 3.5 foot channel between Oregon City and Albany were completed in 1939. In 1945 the channel between Albany and Corvallis was completed to the project depth of 2.5--3.5 feet. No work is contemplated upstream from Corvalliis.

b. Navigability and description of waterway: There has been no demand for a hydrographic survey of the river; therefore, its actual condition has not been determined upstream from Corvallis.

c. Description of adjacent tributary area including existing commercial facilities along the waterway: None.

d. Overland transportation and effect of bridge thereon: None.

e. Relation to national defense: None.

f. Effect on flood heights and drift: None. The proposed clearances are adequate to prevent damage to the structure from drift.

g. Effect on use of waterway if proposed structure is destroyed by accident or design: Block waterway.

h. Protests, if any, against existing governing bridge or other bridge across waterway and Departmental action thereon: None.

i. Standard bridge clearances established for the waterway: None established.

j. Special operating regulations for downstream movable bridges: None.

6. Views of interested parties, including local and other Federal agencies: No objections were received.

7. Nature and extent of navigation, both existing and prospective:

a. Characteristics and number of vessels using the waterway: Not applicable - no vessels use the waterway.

b. Description of commerce on the waterway past the site of the bridge: None.

c. Number of vessel trips: None.

d. Principal method of handling traffic, whether in single vessels or in tows: Not applicable - no traffic.

8. Potential commercial, industrial and physical development along the waterway and effect thereon: None.

9. Requirements of extremes of navigation such as extreme vessel heights involving a limited number of craft, and navigation at extreme river stages: Not applicable.

10. Basis for design of bridge, whether based on needs of navigation, flood control, terrain, or other conditions: Designed to meet terrain limitations.

11. Justification for increase in cost of construction, operation and maintenance of the bridge to provide increased clearances to satisfy the demands of navigation including:

Cost of bridge without navigational increment and increased costs attributable to added clearances provided for navigation. Not applicable.

12. Other pertinent data: None.

13. Conclusions: There being no opposition to the bridge as proposed, it is the conclusion of the District Engineer that the application be approved as requested.

STERLING K. EISIMINGER
Colonel, Corps of Engineers
District Engineer

RECEIVED
MAR 25 1963
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COMMISSIONERS:
HERMAN P. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDWARD C. PHILLIPS, PORTLAND
LEONARD N. HALL, CHARLESTON

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 1

March 20, 1963

Mr. Forrest Cooper
State Highway Engineer
State Highway Building
Salem 10, Oregon

Dear Sir:

We are in receipt of Public Notice MPPOP-NA-1.4, NPP 285/70a (Willamette River - Bridge) - 12 dated March 8, 1963, regarding proposed construction of a fixed highway bridge across the Willamette River at Corvallis, Oregon, by the Oregon State Highway Department.

Our interest in this matter pertains to fish safety, during and after project construction. An awareness by the contractor of the need for a permit from the Fish Commission to use dynamite in waters of the state is essential. Contractors also should be cognizant of the potential hazard to fish life of petroleum products and industrial chemicals. Disturbance to or removal of spawning beds should always be avoided. Untimely, heavy silt loads created on a project also may directly or indirectly result in an avoidable depletion of important fishery stocks. Many direct fish kills or obstructions to movement, as you know, can be avoided by proper timing of work schedules or advance recognition of destructive on-the-job procedures. Familiarization of the contractor(s) with the kind of fish in the work area and with the special environmental requirements of each species is of utmost importance. The Fish Commission is most willing and anxious to cooperatively assist in all efforts to prevent the occurrence of fishery resource mishaps.

In all matters pertaining to fish safety, you may contact the Fish Commission through the Water Resources Section, 307 State Office Building, Portland 1, telephone 226-2161, Ext. 477.

Sincerely,

Robert W. Schoning

ROBERT W. SCHONING
STATE FISHERIES DIRECTOR

cc: T. W. Ragsdale

Chris to Porter

NOTED
FORREST COOPER

OREGON STATE HIGHWAY DIV.
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Location WILLAMETTE RIVER BRIDGE Highway CORVALLIS - LEBANON County BENTON & LINN

Des. Engr. Lesley Hemingway Approx. Length of Project 0.37 Miles. Sta. _____ to Sta. _____

Prof. 02 1963 Date 3-15-63

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MAR 27 1963
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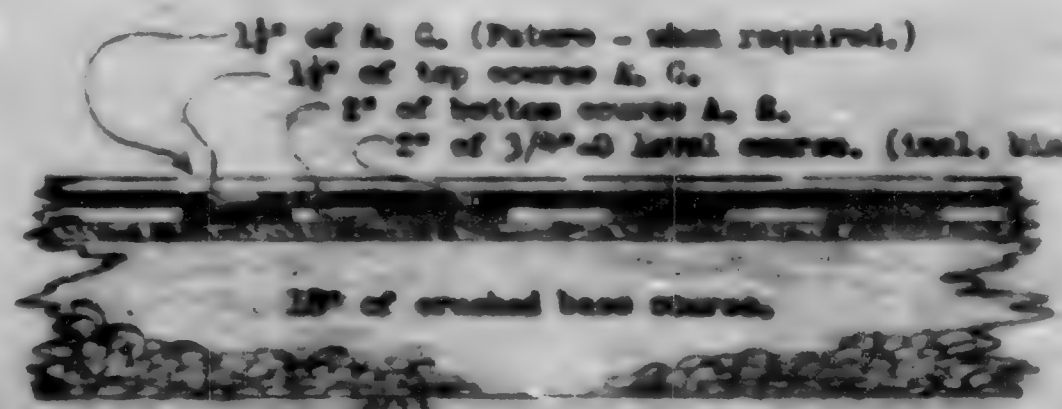
TYPICAL SECTION: Traffic Classif. - HEAVY (Logging Area)


1½" of A. C. (Future - when required.)
1½" of top course A. C.
2" of bottom course A. C.
2" of 3/8"-0 Level course. (Incl. blotter.)
12" of crushed base course.
3(1)
Clay

(1)

Typical Soil

45	%
18	%
93	%
	(No Ind.)
0	% Gravel
1	% Coarse Sand
6	% Fine Sand
42	% Silt
51	% Clay
AASHO CLASSIF. - A-7-6 (12)	
4	"P" Value
	(Corrected)

Other Traffic Considerations	Total Thickness Requirements
HEAVY	20"
MEDIUM	16"
LIGHT	12"

Required Depth Gravel	Required Depth Crushed	Required Depth Base	Required Depth Surf.		
			3½	A.C.	
			2	Level	
			18	Cr. Base	
			23½	PRESENT	
		Future	1½	A.C.	
23½			25	FUTURE TOTAL	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for:
Suitable material source to be determined by the Engineer.											

NOTED
LLOYD P. SHAW

T. F. R
Geol. [illegible]

PAVEMENT TYPE SELECTION

WILLAMETTE RIVER BRIDGE
CORVALLIS - LEBANON HIGHWAY
BENTON AND LINN COUNTIES
FHWTX 102-1(6)4

Principal Factors Governing Selection

Traffic Classification: Heavy — 3 way Present ADT 1700 — 3 way 1980 ADT 3200 — % Heavy Vehicles 5

(NOTE: Increase classification one step for heavy logging use) (Logging Area)

Soils Characteristics: See design chart attached

Weather: Frost Penetration _____ Annual Rainfall 45"±

Performance of Similar Pavements in Area: Good X Fair _____ Poor _____

Remarks: _____

Cost Comparisons: Not applicable due to other factors

Secondary Factors Governing Selection

Treatment Existing Pavement: _____ Asphaltic Concrete or Oil

Type Construction: _____ No problem

Depressed, Surface, or Elevated Design: Surface

Conservation of Aggregates: No problem

Elimination of Competition: Not appropriate

Stage Construction Consideration: No problem

Local Preference, Participating Local Government Preference, and Promotion of Local Industry: Not appropriate

Safety: Not a factor

Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

DISCUSSION AND REMARKS:

Due to items 4 and 6, an A.C. wearing surface has been selected. A Project Base Design for the adjacent section, Unit 1, Corvallis - OE 99, was previously approved using identical typical sections.

RECEIVED
DEC 23 1963
BUREAU OF PUBLIC ROADS

RECEIVED
MAR 8 - 1963

FOR FILING

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of the excerpt from the minutes of the meeting of the Oregon State Highway Commission of April 3, 1962, entered in Volume 47 of the minute book pertaining to the approval of two projects in the 1965 ABC Federal-aid Program VIII on the Willamette River Bridge Section (Corvallis) of the Corvallis-Lebanon Highway has been compared by me with the original and that the same is a true and correct copy of said portion of the minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 5th day of March, 1963.

Secretary
OREGON STATE HIGHWAY COMMISSION

6 copies to Ivan Merchant 3-5-63

Salem, Oregon
April 3, 1962

The Oregon State Highway Commission met in special session at 10:00 a.m. in the Conference Room of the State Highway Building. Present were:

M. K. McIver, Former Chairman
Kenneth N. Fridley, Commissioner
Glenn L. Jackson, Commissioner
David B. Simpson, Commissioner
Forrest Cooper, State Highway Engineer
P. M. Stephenson, Assistant State Highway Engineer
R. L. Porter, Assistant State Highway Engineer
Tom Edwards, Assistant State Highway Engineer
L. I. Lindas, Chief Counsel
George E. Rohde, Assistant Chief Counsel
Walter Wright, Right of Way Engineer
C. H. Maison, Auditor
Carl W. Jordan, Director of Travel Information
Floyd Query, Secretary

Mr. McIver acted as temporary Chairman for the purpose of electing a new Chairman for the State Highway Commission. Commissioner Fridley moved that Commissioner Jackson be elected as Chairman. The motion was seconded by Commissioner Simpson and the Secretary was instructed to record a unanimous ballot for Mr. Jackson as Chairman of the State Highway Commission.

* * * * * * * * * * * * * * *

A 1965 ABC Federal-aid Program VIII was presented by the Engineer. He pointed out briefly that this program had been discussed with the Commission on March 19, 1962, and had been tentatively approved at that time. However for the approval to be of proper record he recommended that it be formally approved at this time. The Commission approved the following Federal-aid Program:

1965 ABC FEDERAL-AID PROGRAM VIII

* * * * * * * * * * * * * * *

DIVISION II

URBAN

Highway	Section	Length	Type of Work	Total
Corvallis-Lebanon	Willamette River Bridge Section (Corvallis)	1.1	Str., G P	$ 300,000

* * * * * * * * * * * * * * *

SECONDARY

Highway	Section	Length	Type of Work	Total
Corvallis-Lebanon	Willamette River Bridge (Corvallis)	1.1	Str., G P	$ 400,000

* * * * * * * * * * * * * * * * * *

RECEIVED
MAR 6 - 1963
FOR FILING

March 5, 1963

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: ~~Yaquina Bay Bridge~~

Application is hereby made by the State Highway Department of the State of Oregon, at Salem, Oregon, for approval by the Chief of Engineers and the Secretary of the Army of plans of a bridge to be constructed across the Willamette River on Harrison Street in Corvallis, Oregon, 132 miles above the mouth of the Willamette River, as shown on the attached plans. The proposed bridge would be a fixed span structure.

Legal authority for the structure is found in the General Bridge Act of 1946.

Enclosed is a letter of authorization from the Secretary of the State Highway Department authorizing this application.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

Enclosure

cc Mr. Forrest Cooper
Mr. Ivan D. Merchant

IDM:mm:er

RECEIVED
DEC 8 1962
FOR FILING

December 6, 1962

Mr. G. W. Holcomb
Department of Civil Engineering
Oregon State University
Corvallis, Oregon

Dear Mr. Holcomb:

Enclosed herewith are three small sketch maps which indicate in general the proposed Harrison Street bridge in Corvallis. As a first project, funds will probably only permit the construction of the bridge and a connection to the existing highway east of the river. I am unable to make any commitment as to when additional work can be undertaken on the Corvallis-Lebanon Highway but anticipate that the Commission will consider this problem along with others as financing becomes available.

If you need further information on this or on any other highway subject, please do not hesitate to call on us.

Very truly yours,

Forrest Cooper
State Highway Engineer

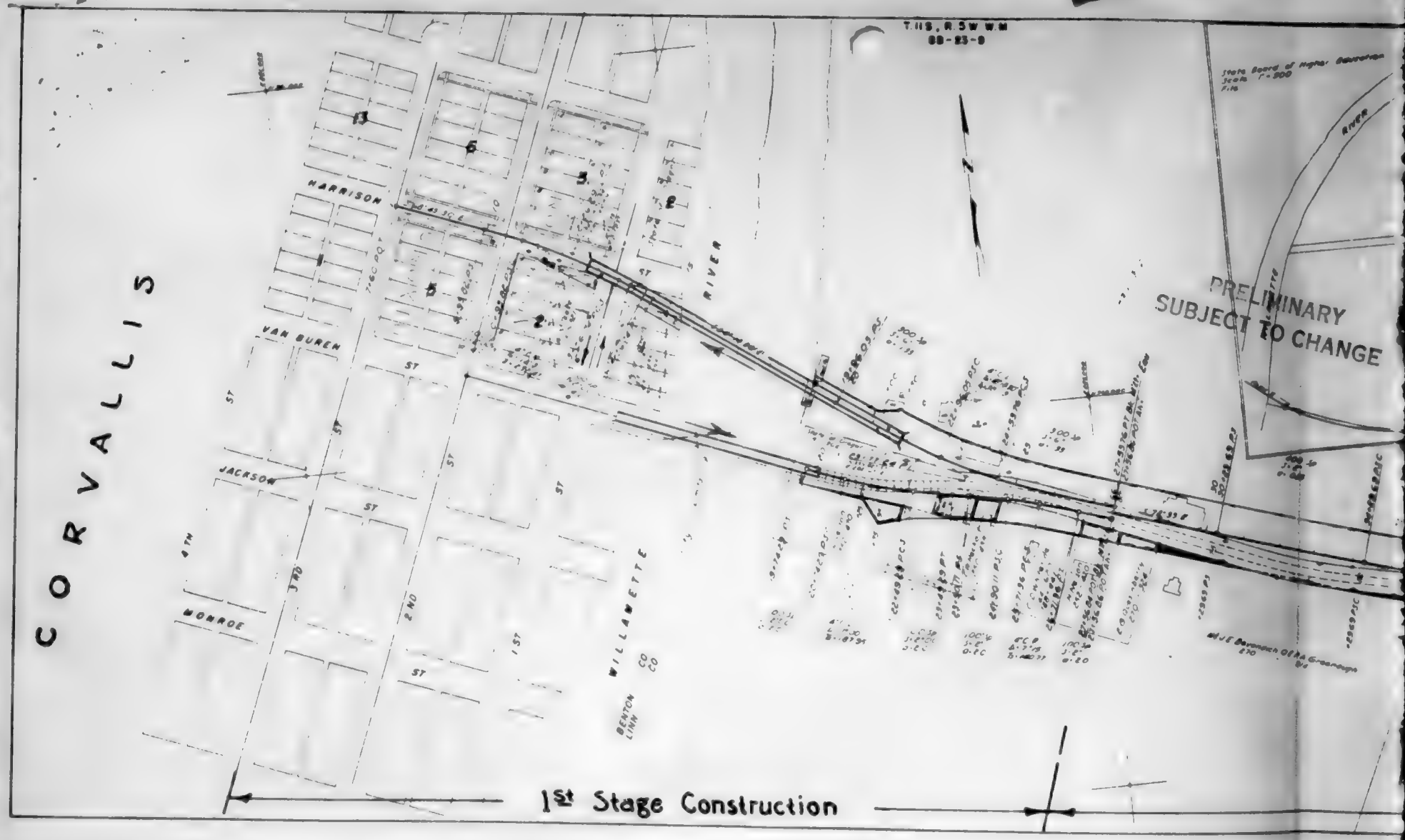
By

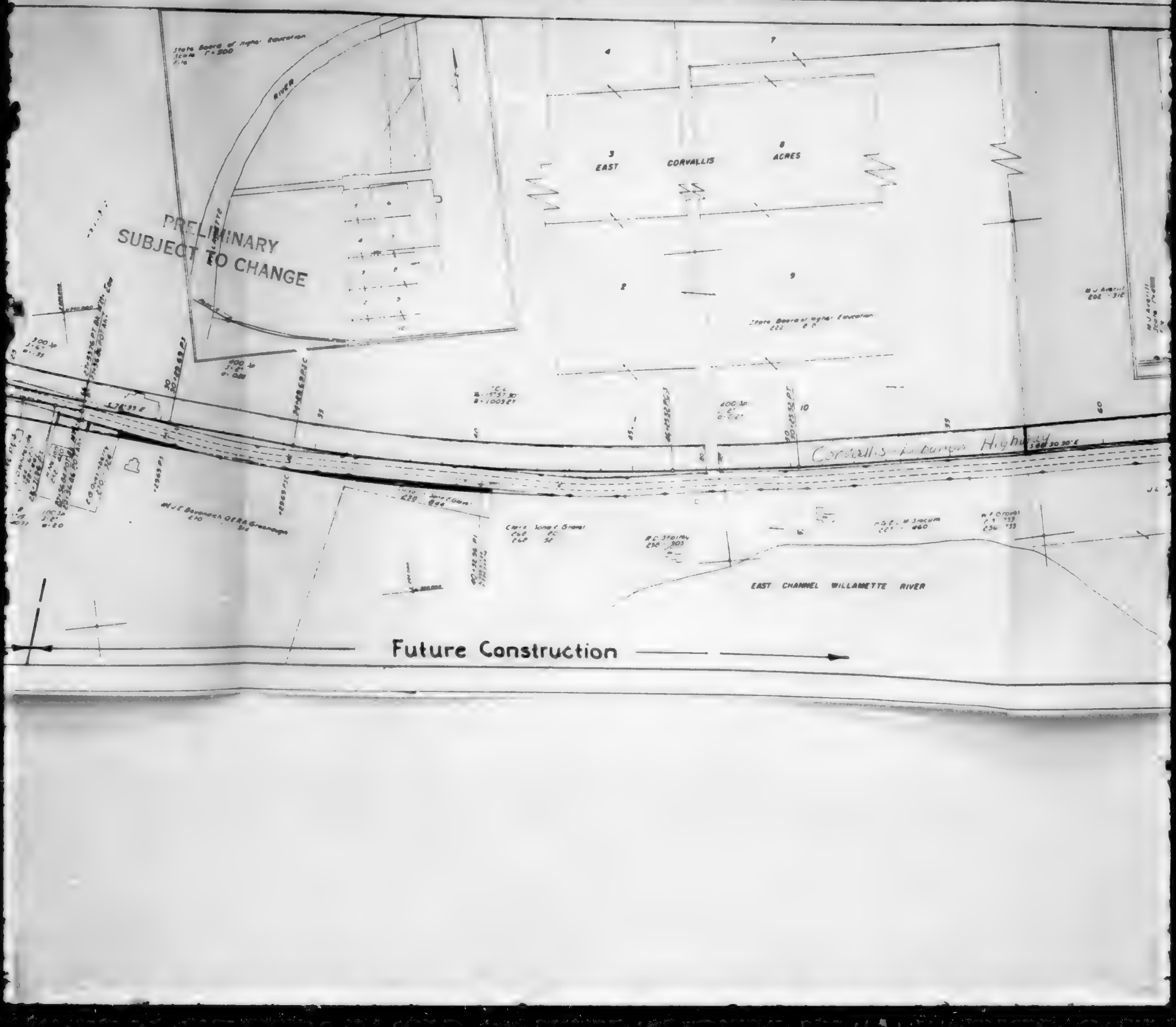
R. L. Porter
Assistant State Highway Engineer

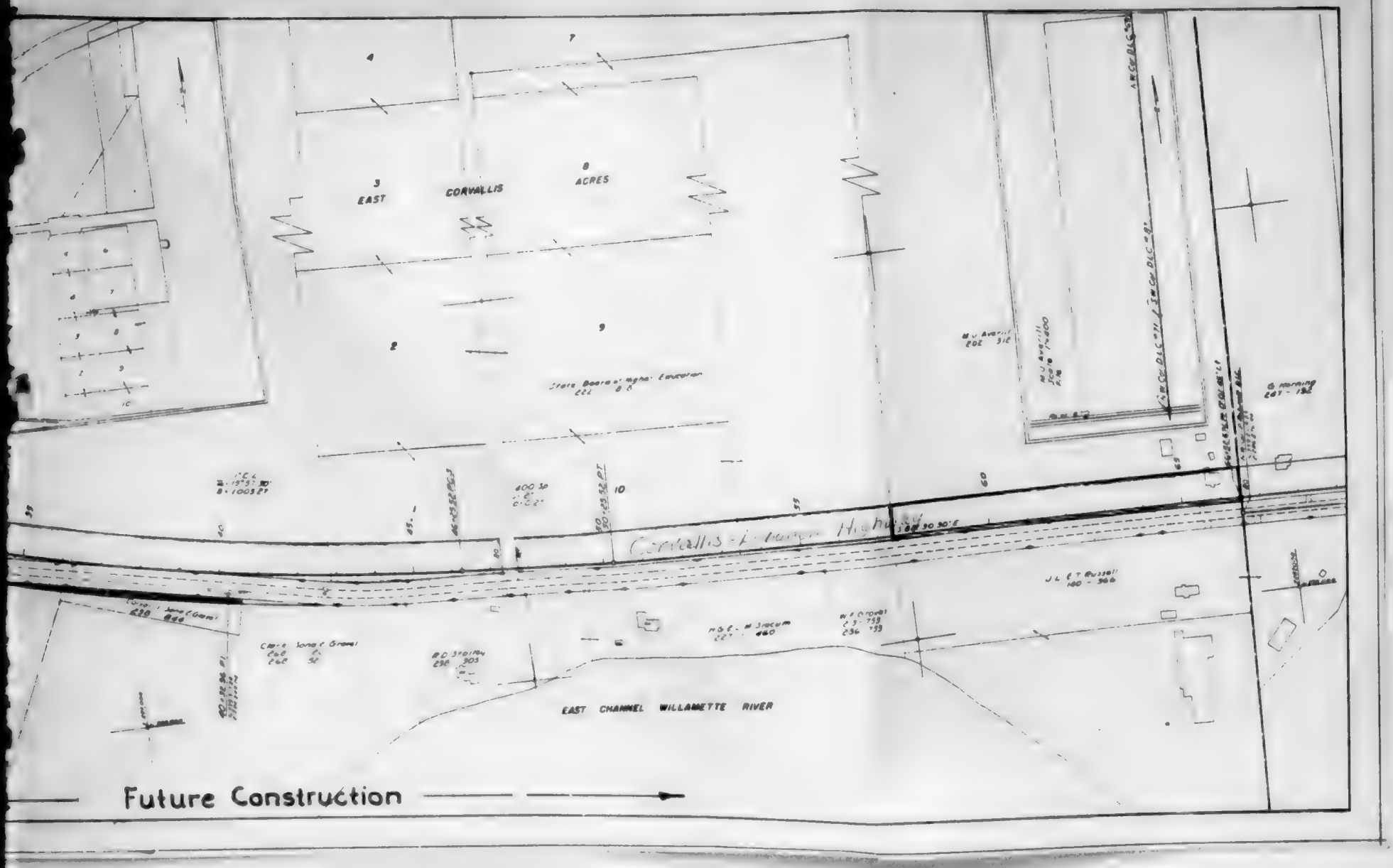
RLP:aj

Enc.

cc Forrest Cooper


CORVALLIS
HARRISON
VAN BUREN
JACKSON
MONROE
4TH
3RD
2ND
1ST
ST
WILLAMETTE
RIVER
BENTON CO
LINN CO
T.11S., R.5W.W.M.
33-23-8
State Board of Higher Education
Scale 1"=200'
File
PRELIMINARY
SUBJECT TO CHANGE
1st Stage Construction


RIVER
PRELIMINARY
SUBJECT TO CHANGE
EAST
CORVALLIS
ACRES
EAST CHANNEL WILLAMETTE RIVER
Future Construction


3
EAST
CORVALLIS
8
ACRES
EAST CHANNEL WILLAMETTE RIVER
Future Construction

F-147(15) Horse Ridge Summit Sec., Central Oregon Hwy. (Grading) 1963

#6356

RECEIVED
SEP 28 1964

September 25, 1964

St. Paul Fire & Marine Ins. Co.
Pacific Department
200 Mills Building
San Francisco 6, California

Gentlemen:

A post-final payment for $187.93 will be made to Groesbeck-Durbin, Inc., on Contract No. 6356 for grading the Horse Ridge Summit Section of the Central Oregon Highway in Deschutes County, as soon as the warrant is prepared.

The total amount paid on this contract will be $416,725.88, including the post-final payment. Of the total, $134.88 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Groesbeck-Durbin, Inc.
P.O. Box 646
Eugene, Oregon

Tromp & McKinley Agency
260 11th Ave. East
Eugene, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
APR 14 1965
FOR FILING

April 13, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

This is to advise you that seeding and mulching work on the Horse Ridge Summit Section of the Central Oregon Highway, Contract No. 6356, Project No. F-147(15) in Deschutes County, was completed March 12, 1965.

This work was authorized by Order for State Force Work No. 1 dated December 4, 1963.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

WG:er

cc: R. N. Chase

RECEIVED
AUG 26 1964
FOR FILING

August 26, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed May 22 on Contract No. 6356. The contract was with Groesbeck and Durbin Inc. and was for grading on the Horse Ridge-Summit Section of the Central Oregon Highway in Deschutes County.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This will be presented to you at the Commission meeting on August 27.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

RECEIVED
AUG 27 1964
FOR FILING

August 26, 1964

St. Paul Fire & Marine Insurance Co.
Pacific Department
200 Wills Building
San Francisco 6, California

Gentlemen:

Contract No. 6356 awarded to Grossbeck-Durbin, Inc., for grading on Horse Ridge Summit Section of the Central Oregon Highway in Deschutes County was completed on May 22, 1964 and accepted by the Highway Commission on August 26, 1964.

Final payment in the amount of $22,942.20 will be released to the contractor after September 2, 1964. The total contract amount is $416,537.95 including $34.31 for work performed under force account.

No claims for labor or material have been filed with us.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Grossbeck-Durbin, Inc.
P. O. Box 646
Eugene, Oregon

Troup & McKinley Agency
260 - 11th Ave. East
Eugene, Oregon

NOTED ON CARD

L. H. Young

C. H. Maison
Attn.: John Herr

fp

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

	BRIDGE NUMBER	WEEK ENDING: June 5, 1964
	SECTION: Horse Ridge Summit	SECTION PREFIX: 9-1066
	HIGHWAY: Central Oregon	COUNTY: Deschutes
NAME OF JOB: Horse Ridge Summit	KIND OF WORK: Grading	
CONTRACTOR: Groesbeck-Durbin, Inc.	CONTRACT NUMBER: 6356	FEDERAL AID PROJECT NUMBER: F-147(15)
DATE OF CONTRACT: Nov. 22, 1963	DATE WORK STARTED: Dec. 2, 1963	ESTIMATED COMPLETION DATE: Complete
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS: 150	WORK DAYS USED: 59
		PERCENT OF TIME ELAPSED: 39
PROJECT AUTHORIZATION: $ 522,730.13	ENGINEERING AUTHORIZATION $ 37,171.92	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
EXCLUSIVE OF ENGINEERING: $ 485,558.21	ENGINEERING COST TO DATE $ 24,000	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 421,387.20	PERCENT OF AUTHORIZATION . . . . 65 %	100
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN . . . . . 13.2 %	DATE PROJECT WAS COMPLETED:	May 22, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100					

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.45				
MILES PARTIALLY COMPLETED	2.45				
MILES COMPLETED	2.45				
TOTAL ESTIMATED QUANTITIES (CONTRACT)	454,000CY				
TOTAL QUANTITIES CORRECTED TO DATE	408,327.2				
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	408,327.2				
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

CONSTRUCTION DIVISION
RECEIVED
JUN 8 1964
NOTED
CSE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-Final Estimate was submitted 6-3-64.

F I N A L R E P O R T

SIGNED R. H. Clark R H Clark

ADDRESS P.O. Box 1249 Res. Eng'r.

Bend

SEND ORIGINAL TO SALEM OFFICE. (BRIDGE SEND ORIGINAL AND COPY TO SALEM). ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

~~WASHINGTON D. C. COPY~~ State

Form Approved; Budget Bureau No. 41-R2089

HIGHWAY TRANSACTION NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
I - 4	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 6		COUNTY Deschutes
		PROJECT NO. F-147(15)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 20 17 mi. S. Bend, East 2.5 mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10-28-63	2.450
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 508,913.00	$ 320,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By /s/ Lloyd P. Shaw

Ass't. State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

/s/ By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer January 23, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds i d by the governmental unit indicated on the attached ta a- tion, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

USCOMM-DC 20134-P62

FORM PR-2, FEDERAL-AID PROJECT AGREEMENT (SUPPLEMENT)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

THE STATE HIGHWAY DEPARTMENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE RULES AND REGULATIONS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, COLOR OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY CREATED THEREBY.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER NO. 11114 OF JUNE 22, 1963, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SAID COMMITTEE, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN THE SAID EXECUTIVE ORDER OR BY RULE, REGULATION OR ORDER OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, OR AS OTHERWISE PROVIDED BY LAW.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY ISSUED PURSUANT TO SECTION 303 OF EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE BUREAU OF PUBLIC ROADS MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE BUREAU, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES."

THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE IN ANY FEDERALLY ASSISTED CONSTRUCTION WORK WHICH IT PERFORMS ITSELF OTHER THAN THROUGH THE PERMANENT WORK FORCE DIRECTLY EMPLOYED BY AN AGENCY OF GOVERNMENT.

THE STATE HIGHWAY DEPARTMENT AGREES THAT IT WILL COOPERATE ACTIVELY WITH THE BUREAU OF PUBLIC ROADS AND THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE COMMITTEE, THAT IT WILL FURNISH THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE BUREAU OF PUBLIC ROADS IN THE DISCHARGE OF THE BUREAU'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE. THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11114 WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925 AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE BUREAU OF PUBLIC ROADS OR THE COMMITTEE PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925. IN ADDITION, THE STATE HIGHWAY DEPARTMENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS THE BUREAU OF PUBLIC ROADS MAY CANCEL, TERMINATE OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE), MAY REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE UNDER ANY OF ITS PROGRAMS SUBJECT TO EXECUTIVE ORDER 11114 UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH STATE HIGHWAY DEPARTMENT, OR MAY REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

Oregon State Highway Department

Federal-Aid
Project No. F-147(15)

HORSE RIDGE SUMMIT SECTION OF THE

CENTRAL OREGON HIGHWAY IN DESCHUTES COUNTY

(Revised project agreement estimate eliminating utility work retained in P.S. and E. status. Based on low bid prices.)

Salem, Oregon, January 3, 1964

Type Code 0010
Roadway (Sta. 356+95.90 to Sta. 386+50)(Contract 6356)

Clearing and Grubbing	All Req.		$ 28,000.00
Drainage Excavation, Unclassified	530 cu.yd.	$ 3.00	1,590.00
General Excavation, Unclassified	454,000 cu.yd.	0.80	363,200.00
Short Overhaul	2,011,400 yd.sta.	0.01	20,114.00
Long Overhaul	34,700 C-yd.sta.	0.30	10,410.00
Finishing Roadbed and Slopes	2.45 mile	1,000.00	2,450.00
Rounding Cutbanks	4,400 lin.ft.	0.15	660.00
Sprinkling	900 M-gal.	3.00	2,700.00
18-inch Culvert Pipe (Concrete or Uncoated Metal)	530 lin.ft.	5.00	2,650.00
24-inch Culvert Pipe (Concrete or Uncoated Metal)	90 lin.ft.	6.50	585.00
60-inch Corrugated Steel Pipe, 8 Gage	370 lin.ft.	38.00	14,060.00
18-inch Uncoated Corrugated Steel or Concrete Pipe	170 lin.ft.	5.00	850.00
24-inch Uncoated Corrugated Steel or Concrete Pipe	160 lin.ft.	7.00	1,120.00
24-inch Pipe, Sta. 387+15	260 lin.ft.	7.00	1,820.00
Extra for Pipe Under Pavement	24 lin.ft.	10.00	240.00
18-inch Culvert End Sections	4 only	75.00	300.00
24-inch Culvert End Sections	2 only	100.00	200.00
Type 1 Fence	1,440 rod	5.00	7,200.00
			$458,149.00
Flagging (57½% of Contractor's Cost)	All Req.		$ 500.00
Seeding and Mulching	All Req.		4,000.00
			$ 4,500.00
	Subtotal		$462,649.00
	10% Engr. & Cont.		46,264.00
	Total		$508,913.00

Length of Roadway - - - - - 2.450 Miles
Cost of Roadway Per Mile- - $207,719.59

Federal Funds-	$320,000.00
State Funds-	188,913.00
	$508,913.00

State Funds for Const.: Chap. 173, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal-Aid
Project No. F-147(15)

HORSE RIDGE SUMMIT SECTION OF THE

CENTRAL OREGON HIGHWAY IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 11, 1963

Type Code 0010
Roadway (Sta. 256+95.90 to Sta. 386+50)(Contract No. 6356)

Clearing and Grubbing	All Req.		$ 28,000.00
Drainage Excavation, Unclassified	530 cu.yd.	$ 3.00	1,590.00
General Excavation, Unclassified	454,000 cu.yd.	0.80	363,200.00
Short Overhaul	2,011,400 yd.sta.	0.01	20,114.00
Long Overhaul	34,700 C-yd.sta.	0.30	10,410.00
Finishing Roadbed and Slopes	2.45 mile	1,000.00	2,450.00
Rounding Cutbanks	4,400 lin.ft.	0.15	660.00
Sprinkling	900 M-gal.	3.00	2,700.00
18-inch Culvert Pipe (Concrete or Uncoated Metal)	53[illegible] lin.ft.	5.00	2,650.00
24-inch Culvert Pipe (Concrete or Uncoated Metal)	[illegible] lin.ft.	6.50	585.00
60-inch Corrugated Steel Pipe, 8 Gage	37[illegible] lin.ft.	38.00	14,060.00
18-inch Uncoated Corrugated Steel or Concrete Pipe	17[illegible] lin.ft.	5.00	850.00
24-inch Uncoated Corrugated Steel or Concrete Pipe	160 lin.ft.	7.00	1,120.00
24-inch Pipe, Sta. 387+15	260 lin.ft.	7.00	1,820.00
Extra for Pipe Under Pavement	24 lin.ft.	10.00	240.00
18-inch Culvert End Sections	4 only	75.00	300.00
24-inch Culvert End Sections	2 only	100.00	200.00
Type 1 Fence	1,440 rod	5.00	7,200.00
			$458,149.00
Flagging (57½% of Contractor's Cost)	All Req.		$ 500.00
Seeding and Mulching	All Req.		4,000.00
			$ 4,500.00
	Subtotal		$462,649.00
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Length of Roadway - - - - - - 2.450 Miles
Cost of Roadway Per Mile- - - $207,719.59

Federal Funds -	$320,000.00
State Funds -	188,913.00
	$508,913.00

APPROVED DATE JAN 6 1964
A. W. Parsons, Division Engineer
Oregon Div., Bureau of Public Roads
By C. A. Brown Title Dist Engr

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Work Retained in PS & E Status

Description	Total Cost	Federal Funds	State Funds
Work by Oregon-Washington Tel. Co.	$2,200.00	$1,300.00	$900.00

Oregon State Highway Department

Federal Aid
Project No. F-147(15)

HORSE RIDGE SUMMIT SECTION OF THE CENTRAL

OREGON HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 17, 1963

Type Code 0010
Roadway (Sta. 256+95.90 to Sta. 386+50)

Clearing and Grubbing	All Required		$ 15,000.00
Drainage Excavation, Unclassified	530 cu.yds.	$ 3.00	1,590.00
General Excavation, Unclassified	454,000 cu.yds.	0.85	385,900.00
Short Overhaul	2,011,400 yd.sta.	0.01	20,114.00
Long Overhaul	34,700 C-yd.sta.	0.40	13,880.00
Finishing Roadbed and Slopes	2.45 miles	1,200.00	2,940.00
Rounding Cutbanks	4,400 lin.ft.	0.20	880.00
Sprinkling	900 M-gal.	3.00	2,700.00
18-inch Culvert Pipe (Concrete or Uncoated Metal)	530 lin.ft.	5.00	2,650.00
24-inch Culvert Pipe (Concrete or Uncoated Metal)	90 lin.ft.	7.50	675.00
60-inch Corrugated Steel Pipe, 8 Gage	370 lin.ft.	35.00	12,950.00
18-inch Uncoated Corrugated Steel or Concrete Pipe	170 lin.ft.	5.00	850.00
24-inch Uncoated Corrugated Steel or Concrete Pipe	160 lin.ft.	7.50	1,200.00
24-inch Pipe, Sta. 387+15	260 lin.ft.	8.00	2,080.00
Extra for Pipe under Pavement	24 lin.ft.	4.00	96.00
18-inch Culvert End Sections	4 only	50.00	200.00
24-inch Culvert End Sections	2 only	65.00	130.00
Type 1 Fence	1,440 rods	6.00	8,640.00
			$472,475.00
Flagging (57½% of Contractor's Cost)	All Required		$ 500.00
Seeding and Mulching	All Required		4,000.00
			$ 4,500.00
Utilities			
Work by Oregon-Washington Telephone Co.	All Required		$ 2,000.00
	Subtotal		$478,975.00
	10% Engr. & Cont.		47,897.00
	Total		$526,872.00

Length of Roadway	2.450 Miles
Cost of Roadway Per Mile	$215,049.79

Federal Funds	$331,000.00
State Funds	195,872.00
	$526,872.00

RECEIVED
DEC 23 1963
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

December 12, 1963

A. V. Parsons, Division Engineer
Salem, Oregon

By Original s[illegible]
J. L. [illegible]
J. L. Lowder
Acting District Engr.

Order for State Force Work - Seeding and Mulching
Oregon Project F-147(15) Horse Ridge Summit Section

Reference is made to your letter dated December 10, 1963 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with FPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

[boilerplate]

original To Young
with attach
12-23-63

NOTED
LLOYD P. SHAW

RECEIVED
DEC 11 1963
FOR FILING

December 10, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering State's share of flagging on the Horse Ridge Summit Section of the Central Oregon Highway in Deschutes County, Contract No. 6356, in connection with Federal-Aid Project No. F-147(15).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

DBP:ia

RECEIVED
DEC 11 1963
FOR FILING

December 10, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 224-238, covering seeding and mulching on the Horse Ridge Summit Section of the Central Oregon Highway in Deschutes County, Contract No. 6356, in connection with Federal Aid Project No. F-147(15).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $4,000.00, with Federal participation of $2,400.00.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

DBP:ia

RECEIVED
DEC 2 - 1963
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

November 22, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons
Division Engineer
Salem, Oregon

08-35-EC

Oregon Project F-147(15)
Horse Ridge Summit Section
Grading

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6356 to Groesbeck - Durbin, Inc. of Eugene, Oregon, low bidder in the amount of $458,149.00 at the November 19, 1963 bid opening.

Mr. Litchfield's November 14, 1963 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our October 28, 1963 memorandum authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates are furnished to and approved by this office.

NOTED
LLOYD P. SHAW

original To Young
12-2-63

RECEIVED
NOV 26 1963
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6356

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. FAXSON
DEPUTY STATE HWY. ENGR.
LEONARD J. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
November 22, 1963

Greenbeek-Durbin, Inc.,
P. O. Box 646
Eugene
Oregon

Gentlemen:

The State Highway Commission on November 22, 1963, awarded to you State Highway Contract No. 6356 for the following project:

Grading the Horse Ridge Summit Section of the Central Oregon Highway in Deschutes County.

This award was based on your low bid of $458,149.89 which was submitted to the Commission on November 14, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
NOV 6 1963
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

October 28, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
G. R. Brooks
Dist. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

By
G. R. Brooks
District Engineer

08-35.
2-DA

Oregon Project F-147(15)
Horse Ridge Summit Section
Grading

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance unnecessary as indicated in Mr. Wright's October 18, 1963 letter except for one parcel on which negotiations are in progress with the expectation that this parcel will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

The use of the May, 1963 Supplemental Standard Specification for Corrugated Metal Pipe is approved for this specific project. You are urged to revise this supplement as now modified by the special provisions, as soon as possible.

Your October 22, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

Attachment

NOTED
LLOYD P. SHAW

original to Young
/ cover letter attach.
11-6-63

RECEIVED
OCT 30 1963
FOR HIGHWAY ENGINEER

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 18, 1963

Right of Way Status
Horse Ridge Summit Project
Central Oregon Highway

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

This project involves only one file and it is still outstanding.

File No. 36083-B.L.M.

We have obtained no response from the B.L.M. to our application of August 23, 1963. We have reason to believe that we will have secured an authorization to enter for construction prior to the date of bid opening. There was no displacement of persons on this project.

All lands required for construction of the project will be delivered to the contractor on the letting date, unencumbered and available for immediate use and occupancy.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

WALTER T. WRIGHT
Right of Way Engineer

WTW:gc

cc - L. Shaw
L. H. Young
L. I. Lindas
C. H. Maison

RECEIVED
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Project: HORSE RIDGE UNIT
Location: BEND CITY LIMITS-FORT ROCK ROAD Highway: CENTRAL OREGON (FA 21) County: DESCHUTES
Proj. Engr.: R.H. CLARK Approx. Length of Project: 3.08 Miles. Sta.: L² 251+00± to Sta.: 413+00 Ahd Bk

Frost Penetration - 28"-30"±

TYPICAL SECTIONS Traffic Classif. - HEAVY

1½" of A.C. (Future-when required.)
1½" of top course A.C.
2" of bottom course A.C.
2" of 3/4"-0 level course. (incl. binder.)
9½" of crushed base.
(1) Silty Sand

(1)
Typical Soil	
25	LL
0	PI
~1	% P200
11	% Gravel
29	% C Sand
30	% F Sand
35	% Silt
5	% Clay
66	"R" Value (Corrected)

AASHO Classif. - A-4 (1)

*Surfacing thickness design increased to equal ¾ the frost penetration.

At Level Or Base		
PRESENT	AC	9½
	Future	2
		11½
FUTURE TOTAL		16½

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Wear. Loss	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Submitted

Recommended

NOTED
LLOYD P. SHAW

FOR FILING
SEP 17 1963

PAVEMENT TYPE SELECTION

HORSE RIDGE UNIT
BEND CITY LIMITS-FORT ROCK ROAD
SECTION
CENTRAL OREGON HIGHWAY
DESCHUTES COUNTY (Prefix 9-1416)

Principal Factors Governing Selection

1. Traffic Classification: [redacted] Present ADT 1300 1980 ADT 2340 % Heavy Vehicles 16
   (NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration 30" Precipitation Annual [redacted] 12"

4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not appropriate

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:
Due to items 4 and 6 an A.C. wearing surface has been selected.

SEP 16 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 6 1961
FOR FILING

February 2, 1961

Hon. Kessler R. Cannon
House of Representatives
Capitol Building
Salem, Oregon

Dear Mr. Cannon:

Reply is made to your letter of January 24 to Mr. D. J. Barbee, concerning the relocation of the Central Oregon Highway easterly of Bend and across Horse Ridge.

We are currently engaged in relocation of the section beginning at about M.P. 12 and extending easterly to the summit of Horse Ridge. The present alignment in this section is substandard, particularly over Horse Ridge.

It is probable that, when funds are available, work will start at the summit of Horse Ridge and proceed, possibly in two increments—one from the summit of the hill to the crossing of the existing highway near the foot of the hill and the other, should funds become available, from that point westerly to the curve near M.P. 12.5.

Your attention is directed to the fact that it might be possible to relocate from M.P. 12.5 westerly toward Bend along a new direct route. However, this is not contemplated at the present time. The existing alignment between Bend and M.P. 12.5 is good. Acquisition of new right of way and construction of a route upon a new alignment would not greatly improve conditions for traffic using the road, and no great time savings would be achieved. Conversely, the existing road must be maintained to provide service to the people now living along this route, and we must, therefore, advise that there will be no realignment between Bend and M.P. 12.5 in the foreseeable future.

Very truly yours,

W. C. Williams
State Highway Engineer

TE:jw ms
cc Forrest Cooper
Tom Edwards
Enclosure (

INDEX OF SHEETS	
SHEET NO	DESCRIPTION
1	Title Sheet

STATE OF O

STATE HIGHWAY

PLANS FOR PROPOSE

SURVEY

BEND CITY LIMITS – FORT

CENTRAL OFFICE

UTES CO

AUGUST 196

OF OREGON

AY DEPARTMENT

OPOSED PROJECT

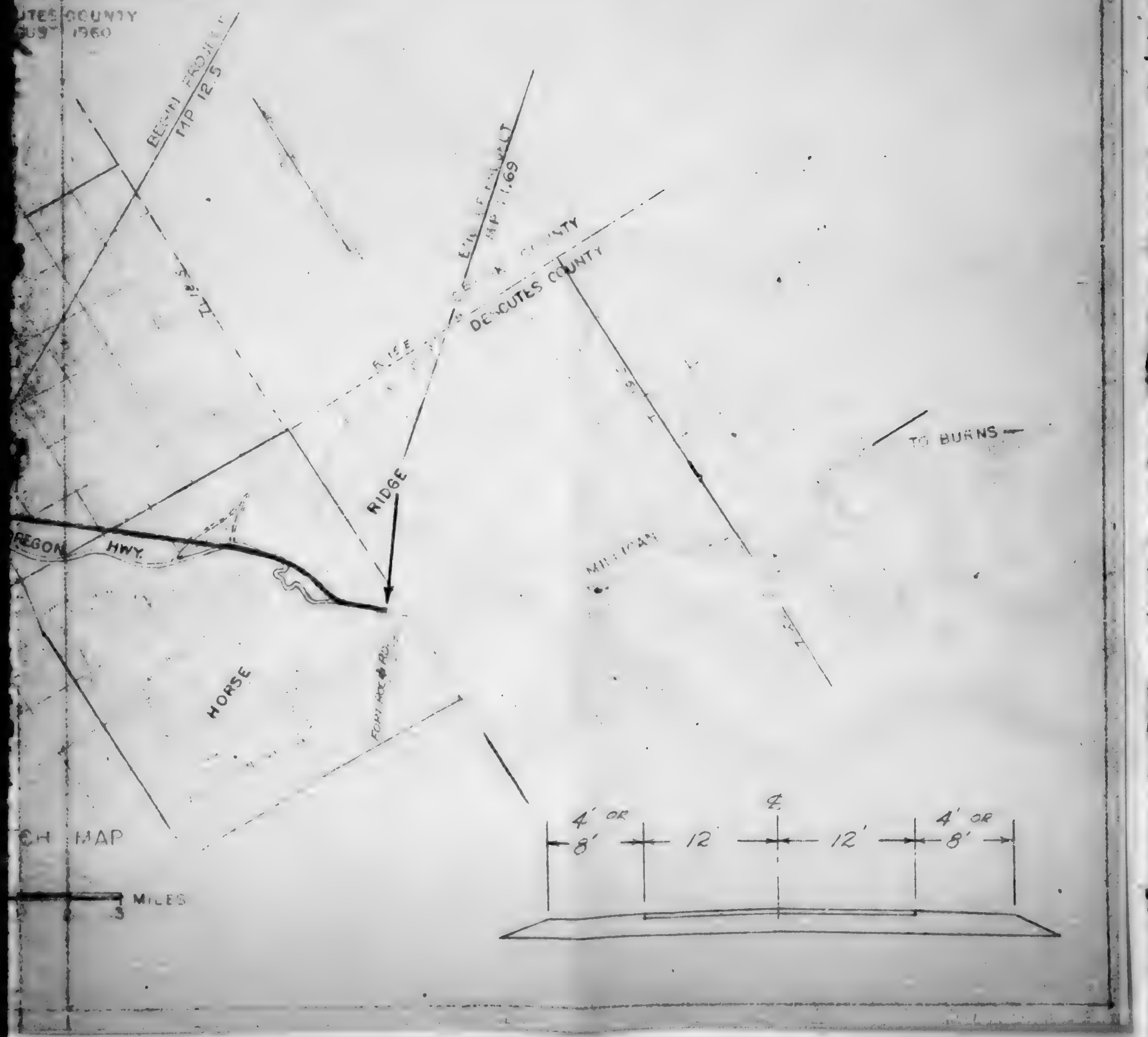
RAY

ORT ROCK ROAD SECT.

REGON HIGHWAY

UTES COUNTY

UG. 1960



HOME ADDRESS
KESSLER R. CANNON
924 SOUTH 3RD
BEND, OREGON

RECEIVED
JAN 1961

FOR FILING

Comm
RIW
Central Ore Hwy.

STATE OF OREGON
HOUSE OF REPRESENTATIVES
SALEM

COMMITTEES:
MEMBER: AGRICULTURE AND LIVESTOCK
COMMERCE AND UTILITIES
ELECTIONS AND
REAPPORTIONMENT

24 January 1961

CONSTRUCTION DIVISION
RECEIVED
JAN 25 1961
NOTED-- CE ACE ACE COE

Mr. D. J. Barbee
Assistant Construction Engineer
State Highway Department
Salem, Oregon

Dear Mr. Barbee:

This will confirm our conversation in your office on January 19 when I discussed with you the Highway 20 relocation and improvement east of Bend, and across Horse Ridge.

I called on your office in order to point to the fear that the relocated highway might cross the stock pond and field feed lots of the Bradetich Brothers Pine Mountain Angus Ranch which is adjacent to the present highway 20 starting about mile post 8. I pointed out that our feeling in Bend had for some time been that the new highway across Horse Ridge would start on a changed route at about mile-point 8.3, or at mile post 9 which would not then interfere with any of the farming area in this vicinity.

It is my hope that the improvement on 20 East from Bend might then be a widening of the present roadway to or near milepost 9, and then a new roadway across Horse Ridge to remove the bad curves and grade presently there.

Thank you for your consideration of this problem.

RETURNED TO
Mac Cook
(I do you know where
the file is?)

Barbee

Cordially,

Kessler R. Cannon
State Representative
Deschutes County

RECEIVED
1960
FOR FILING

F 147 (1)

6

STATE HIGHWAY COMMISSION MEETING

Cross Referenced to:
Const
RW
McKenzie Bend

Delegation Bend C of C re improvements on Hwy. 20 between Bend and Horse Ridge and between Tumalo and Sisters.

Date June 3, 1960

Time 10:30 a.m.

Name	City or Town	Capacity
Judge D. L. Penhollow	Bend	County Judge
Frank Loggan	"	Co. Commissioner
Fred Shepard	"	" "
Fred Meyers	"	C of C
Bill Niskanen	"	"
B. A. Stover	"	"
Glenn Cushman	"	Bend Bulletin, Editor
Mrs.D.L.Penhollow	"	Citizen
Wilford Jossey	Portland	Citizen

BEND CHAMBER OF COMMERCE

1037 BROOKS ST. BEND, OREGON EVERGREEN 2-3221

Our delegation from Central Oregon is here to ask for early construction of the Horse Ridge-Bend project on Highway 20. This is a project we would like to have considered as a No. 1 priority of all the highway needs in Central Oregon.

U. S. Highway 20, a highway that extends from Boston to the Oregon Coast, was given its designation through Oregon years ago, and improvements have been made over a considerable portion of the route. Those of us who have traveled this highway in the East, and in the Middle West, know that it is a well recognized highway, and one of the major thoroughfares of the nation.

From Horse Ridge east to the Idaho border, this is now an excellent highway except for a short distance between Harper and Vale.

The construction of the Horse Ridge-Bend project would make this a first-class highway. This Horse Ridge-Bend section was one of the early sections built on Highway 20 to the east of Bend. It follows section lines and wends its way over Horse Ridge. It is a narrow road, is winding, and has a high crown. In comparison with other highways, and with the rest of Highway 20 to the east of Horse Ridge, this Horse Ridge-Bend section is definitely not up to today's standards, and is the source of many complaints.

During the winter months, the narrow, winding road over Horse Ridge presents a problem. To keep it sanded and clear of snow, the Highway Department sends trucks almost daily out from Bend - a distance of 18 miles - to care for a three-mile section of the road. This seems expensive and inefficient.

Construction costs in this area do not appear to be expensive. It seems advisable to build a new highway, rather than using segments of the present highway, as this is largely flat country with very little rock - and by this method a modern alignment could be attained.

BEND CHAMBER OF COMMERCE
1037 BROOKS ST. BEND, OREGON EVERGREEN 2-3221

Second priority of construction is requested by our group for the improvement of the Tumalo-Sisters section on Highway 20. This seemingly could be accomplished at a very moderate cost, estimated somewhere between 3 and 4 hundred thousand.

With the completion of these two sections - the Horse Ridge-Bend section, and the Sisters-Tumalo section - Highway 20, from the Cascades to the Idaho border would practically all be modernized, and in a position to carry the heavy travel that will be using it. It would really make this road one of the major highways in the state of Oregon, and the short-cut route from the Willamette Valley to the East, being fed by connections over the North Santiam Highway, South Santiam Highway, McKenzie Pass Highway - also with connection in Bend from Klamath Falls and Medford with Highway 97.

With the substantial amount of Oregon highway funds that have been spent on other highways such as 101, 99 and 30, our request is very modest, yet the benefits would be tremendous, not only to us in Central Oregon, but for the entire state.

Third priority of our delegation for highway construction, would be for the Shaniko Junction-Kent project. This segment of Highway 97 should be completed in time for the opening of the bridge across the Columbia River at Biggs, Oregon. Here, again, is a project that would provide great benefits, with modest expenditures.

We believe you will agree with us that with the vast sums of money spent in other sections of the state, the requests we are making are reasonable and justified, and merit your consideration for early action.

9-1604 Bend Traffic Signals, E. Third St. at Franklin St. 1963

#6357

RECEIVED
MAR 17 1964
FOR FILING

March 17, 1964

Birmingham Fire Ins. Co. of Pa.,
Regional Office
550 Kearny Street
San Francisco 8, California

Gentlemen:

On March 5, 1964, we wrote to you concerning release of final payment on contract #6357, awarded to Steeck Electric Co., for traffic signal installation on E. 3rd Street at Franklin Street (Bend) on The Dalles-California Highway in Deschutes County.

Final payment on this contract is $2,034.92 and the total contract amount is $4,782.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Steeck Electric Co.,
P. O. Box 1243
Medford, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
MAR 3 - 1964
FOR FILING

March 2, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed February 20, 1964 on Contract No. 6357. The contract was with Steeck Electric Company for a traffic signal installation at East Third Street and Franklin Avenue (Bend) on The Dalles-California Highway in Deschutes County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 2, 1964 and that you concur in this procedure at the Commission meeting on March 12.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan D. Merchant
L. A. Young
C. H. Maison

PMS:bbc

RECEIVED
FEB 27 1964
FORM E-90 50M 8-62 41902
PORTLAND

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
February 21, 1964

To: MEMO TO FILE

SUBJECT: Traffic Signal Installation
3rd St. at Franklin St.
Bend
Contract No. 6357

The traffic signal at the above mentioned location was placed in operation on February 20, 1964, at 11:00 a.m.

William R. Zirbes
Signal Engineer

WRZ:sm

NOTED
F. B. CRANDALL

NOTED
TOM EDWARDS

NOTED
TRAFFIC CONTROL
ENGR.

RECEIVED
JAN 22 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 20, 1964

SUBJECT:

To: Mr. D.H. Parkes
Office Engineering

Steeck Electric Company started work on Contract 6357 Traffic Signal at E. Third and Franklin Street in the City of Bend on The Dalles - California Highway on January 13, 1964.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc Floyd Query

NOTED
FLOYD QUERY

Form A-120

OREGON STATE HIGHWAY DEPARTMENT

Project Authorization and Record of Work Orders

Section E. Third Street at Franklin Street (Bend)
Highway The Dalles-California
County Deschutes
Kind of Work Traffic Signal Installation
Contractor Steeck Electric Co., P. O. Box 1243 Medford, Oregon
Specified Work Days 70

Contract No. 6357
F. A. Project No. State Project
Job Prefix 9-1604
Date of Award November 22, 1963
Division Engineer Dean Swift
Resident Engineer M.W. Moore

CONSTRUCTION AUTHORIZATION

Contract amount	$ 4,782.00
Additional anticipated items:	$
	—
Subtotal	$ 4,782.00
Contingencies (4½%)	215.19
Construction Engineering (8%)	382.56
Subtotal	$ 5,379.75
Credit for maintenance rock	
Total original construction authorization	$ 5,379.75

Authorization increases, approved by Commission:

	$
Total present construction authorization	$

RECORD OF WORK ORDERS

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS
						NOTED VICTOR D. WOLFE

State Printing

(Continued on reverse side)

RECEIVED
NOV 26 1963
FOR FILING

COMMISSIONERS
GLENN O. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6357

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 22, 1963

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Stoack Electric Co.,
P. O. Box 1245
Medford
Oregon

Gentlemen:

The State Highway Commission on November 22, 1963, awarded to you State Highway Contract No. 6357 for the following project:

Bond Traffic Signals on E. Third St. at Franklin St., Deschutes County.

This award was based on your low bid of $4,782.00 which was submitted to the Commission on November 19, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dr

cc:
Frank Morgan
L. H. Young
R. G. Savage (SLAC)
I. D. Merchant

RECEIVED
NOV 14 1963
FOR FILING

MISC. CONTRACTS and AGREEMENTS No.

RECEIVED
NOV 14 1963

Salem, Oregon
November 13, 1963

Traffic Signal Agreement
The Dalles-California Hwy.
(3rd St.) and Franklin Street
Bend

Mr. H. L. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
County & City Office Engineer

Attached is a partially signed copy of an agreement with the City of Bend covering installation of a signal at the intersection of 3rd Street and Franklin Street in Bend.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Bend.

Secretary

rn
Attach: 1

RECEIVED
OCT 9 1963
FOR FILING

Agenda
3d-2
9-27-63

September 6, 1963

1417

Mr. Hal M. Puddy
City Manager
P. O. Box 431
Bend, Oregon

Dear Sir:

In response to your letter of July 8, Mr. Tom Edwards, Assistant State Highway Engineer, stated in his letter of July 18 that your request for installation of a traffic signal at the intersection of East Third Street (US97) and Franklin Avenue would be presented to the Highway Commission.

This matter was considered by the Commission at its meeting August 29 and they were advised that the intersection met warrants for signalization. The Commission approved the installation of signals at this intersection, with the understanding that the City would pay one-half the cost of installation, estimated to cost a total of $5,000, and would take care of all maintenance and power consumption costs.

An agreement covering this matter is being prepared and will be sent to you for approval in the near future.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Mr. R. L. Porter
Mr. Tom Edwards
Mr. F. B. Crandall
Mr. Dean Swift
Mr. Victor Wolfe
Mr. C. H. Maison
Mr. H. S. Cox

FQ:fp

RECEIVED
JUL 22 1963
FOR FILING

July 22, 1963

Oregon State Highway Commission

Gentlemen:

Investigation indicates the need and warrant for signalization of the intersection of East 3rd (US97) and Franklin Avenue in the city of Bend.

The City has indicated that it is now financially able to participate in this signalization, and it is recommended that we proceed therewith under the usual cooperative arrangement wherein the City shares equally in the installation cost (total cost $5,000) and in addition cares for maintenance and power consumption costs.

It is recommended that this cooperative project be approved. This matter will be on the agenda for the August 29 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall
C. H. Maison
H. S. Cox
Dean Swift

FBC:njc bbc

July 18, 1963

Mr. Hal M. Puddy
City Manager
City Hall
Bend, Oregon

Dear Mr. Puddy:

This will acknowledge your letter of July 8, indicating that the City has provided in their 1963-1964 Budget an amount of $2,500 for State-City cooperative installation of a traffic signal at the intersection of Third Street (US97) and Franklin Street.

This will be presented to the Highway Commission for their consideration and approval, and I will keep you informed of the action taken.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
Dean Swift (enc.)

FBC:njc jw

CITY of BEND

P. O. BOX 431
PHONE 382-4211

July 8, 1963

Oregon State Highway Department
Salem 10,
Oregon

Attention: Mr. Tom Edwards, Assistant State Highway Engineer

Dear Mr. Edwards:

This is to confirm the action of the City Commission and City Budget Board in providing within the 1963-1964 City Budget $2,500 with which to pay our share of a pre-timed signal device at East Third and Franklin Avenue.

Please consider this letter our approval of your proposal.

Very truly yours,

Hal E. Tuddy

Hal E. Tuddy
City Manager

HET:jm

RECEIVED
JUL 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL - 9 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 1 1963
FOR FILING

CITY of BEND

P. O. BOX 431
PHONE EV 2-4211

January 28, 1963

Oregon State Highway Department
Salem 10,
Oregon

Attention: Mr. Tom Edwards, Asst. State Highway Engineer

Dear Mr. Edwards:

In reply to your letter of January 24, 1963 regarding the installation of a pre-timed traffic signal at Third and Franklin Streets in Bend, please be advised that I have discussed this matter with the City Commission, and as we have no present funds available with which to pay for our share of this installation, we would like to condition our approval upon budgetary approvals for 1963-1964.

Thank you for your consideration. We will advise you when our funds become available.

Very truly yours,

Hal Puddy

H. M. Puddy
City Manager

HMP:hs

RECEIVED
JAN 29 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 29 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 25 1963
FOR FILING

9-1604
6359

January 24, 1963

904

Mr. H. M. Puddy
City Manager
City Hall
Bend, Oregon

Dear Mr. Puddy:

You requested that we give consideration to installing a traffic signal at Third and Franklin Streets. This matter has been made the subject of investigation by Mr. F. B. Crandall, Traffic Engineer, and we would recommend to the City that they and the State proceed with the installation of a pre-timed traffic signal at the subject location at a total estimated cost of $5,000.

As is customary in such signal installations, the installation cost shall be borne by the City and State equally, with the City assuming responsibility for maintenance and power consumption.

If this procedure meets with your approval, kindly advise and I will present the matter to the Highway Commission with a favorable recommendation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
Dean Swift

JAH:njc jw

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
January 23, 1963

SUBJECT: Re: TE 904
Traffic Signals
3rd & Franklin
Bend

To: Tom Edwards
Asst. Highway Engineer
BUILDING

I am returning herewith your file on the above subject. Your attention is directed to Mr. Val Johnson's letter of October 29, which we transmitted to you on October 31, wherein we recommended that a pre-timed traffic signal be installed at an estimated cost of $4500. We also stated in our letter that the warrants were marginal and we could conceivably leave the decision to the City. We also submitted to you a supplemental report on November 13 giving some traffic volume data and the like.

In accord with your request of January 22, when you returned this file to Mr. Head, I now attach a Suggested-Draft to the City recommending that we proceed with the installation, and if they concur in cost participation, etc., we will present the matter to the Commission.

F. B. Crandall
Traffic Engineer

JAH:njc

Attachments

RECEIVED
JAN 24 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 13 1962
FORM E-30 50M 7-59 22124
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
November 13, 1962

SUBJECT: Request for Traffic Signal
Third St. & Franklin Ave.
US97 - Bend

To:
Tom Edwards
Ass't. Highway Engineer
O F F I C E

904

I am returning our report of the above subject. Also attached is a copy of a letter to Mr. Widdows from Mr. H. M. Puddy, City Manager, Bend. This was received after I submitted the original report.

We do not have a manual turning movement count for the intersection of Third and Greenwood. However, we have compared entering leg volumes for the two intersections based upon 1961 ADTs at Greenwood and our October, 1962 count at Franklin. These are as follows:

Leg	Franklin	Greenwood
North	3,330	2,050
South	5,308	2,600
East	2,020	3,750
West	1,656 1/	3,375
Total	12,314	11,775

1/ Excludes right turn from west to south which would not be controlled by signals.

The signals at Greenwood were installed when the City established a truck route via Third Street and the signals were needed to help the trucks across Greenwood Conditions at Franklin with an existing four-way stop are somewhat different but it is believed that signals should be installed. It might be mentioned that during 1961, there were 13 reported accidents at Greenwood and 12 at Franklin. The changes in traffic pattern at both intersections are such that past accident records do not have too much meaning.

F. B. Crandall
Traffic Engineer

VPJ:pk
Attachments

RECEIVED
NOV 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—5-62 43906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
October 29, 1962

SUBJECT: Request for Traffic Signals
Third St. & Franklin Ave.
US97 - Bend

To: F. B. Crandall
Traffic Engineer
O F F I C E

In early September Dean Swift, Division Engineer at Bend, called me and stated that the Chief of Police at Bend had contacted him and asked that we study the need for signals at the intersection of Third Street and Franklin Avenue. It was the Chief's thought that the opening of the Swalley Canal-Revere Street project would so change the traffic pattern at this intersection that signals might be needed. Mr. Swift asked that we contact the Chief, discuss the matter, and make an investigation. I contacted the Chief on September 6 and told him that as soon as traffic settled down we would investigate.

There are attached two copies of our report of investigation. You will note that it is recommended that pre-timed signals be installed at an estimated cost of $4,500.

To me the situation is marginal in two respects. First, although there is a warrant for signals, the present four-way stop is not doing too badly. Second, the heavy left turn from south to west will decrease the efficiency of the signal operation.

In regard to warrant, we have no data on the capacity of a four-way stop but I doubt that this intersection can handle much more than its present 15,000 vehicles per day load with its present ~~load~~. It is believed that two-phase operation will be acceptable in that although the left turn is heavy conflicting volumes are relatively low. It might also be stated that our experiences with three-phase signalization in Eastern Oregon has been such that we should avoid it wherever possible.

At the time of the original request and contacts Bend was between City Managers. It is suggested that I contact Dean Swift and discuss this this with him and then with him or with his concurrence contact the City and discuss the report. With the marginal conditions we could leave the decision up to the City.

Val Johnson
Traffic Control Engineer

VJ:jv
Attachments

NOTED
U.I HEAD

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
October, 1962

INVESTIGATION OF WARRANT FOR TRAFFIC SIGNALS
Third Street & Franklin Avenue
US97 - Bend

Recommendation:

As a result of this investigation it is recommended that a pre-timed traffic signal be installed at the intersection of Third Street and Franklin Avenue in Bend. The installation is estimated to cost $4,500. Under normal policy the City would pay one-half the cost of installation and care for future maintenance and power consumption.

Historical Background:

In 1956, changes were made in the channelization and traffic pattern at this intersection. At that time a flashing beacon and luminaire units were installed. Later that year, the intersection was changed from a three-way stop with northbound traffic moving freely, to a four-way stop. On September 7, 1962, the routing of US97 was changed from the south and west to the north and south legs of the intersection.

This investigation and report is in response to a verbal request from the Chief of Police to Mr. Dean Swift, Division Engineer. The request was for a study of the need for traffic signals under the new routing and also a study of stop sign observance at the intersection.

Investigation:

The point investigated is a four-way intersection, with a separate turning lane for the right turn from west to south. All traffic entering the intersection, with the exception of the above mentioned right turn, is required to stop. There is a flashing beacon at the intersection. The designated speed on all approach legs is 25 MPH. School children cross Third Street, at this point. "STOP AHEAD" signs and "SCHOOL CROSSING" signs and stencils are in place.

Because of the recent change in the traffic pattern at this intersection, previous accident data are not pertinent.

A 16-hour vehicle and pedestrian count was taken at the intersection on Wednesday and Thursday, October 10 and 11, 1962. The computed 24-hour total entering volume was 15,049 vehicles. 6,411 vehicles or 43% of the total, entered from Franklin Avenue. Of the 5,308 vehicles entering from the south, 2,519 or 47% made the left turn to the west. 2,735 vehicles or 62% of those entering from the west made the free right turn to the south. During the 16-hour period of count, 237 pedestrians, of which 75% were school children, crossed Third Street.

During the volume count a record was made of all "STOP" sign violations. The violations were as follows:

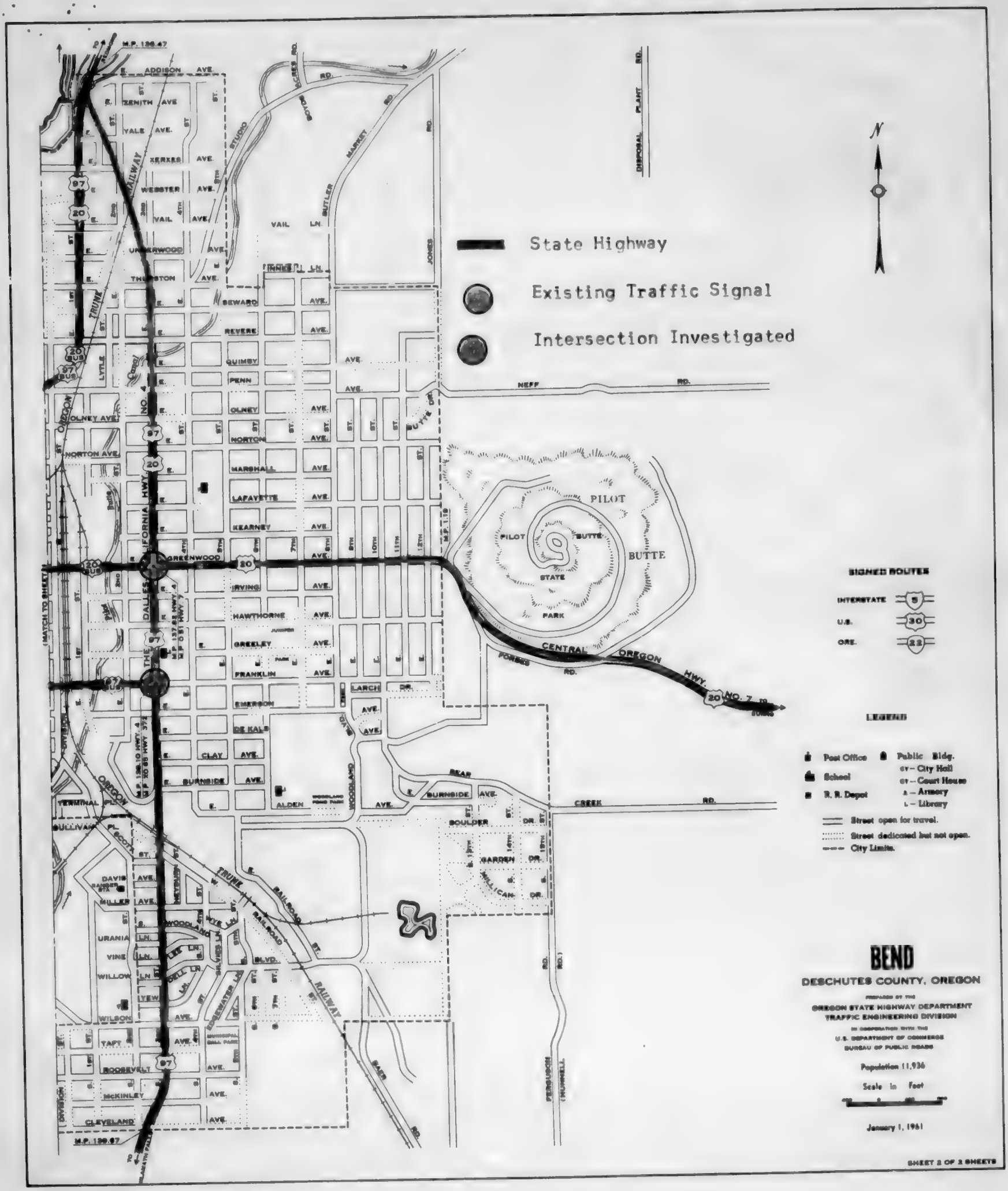
Entering From	No. Violating
North	16
South	13
East	3
West	1

The number of drivers violating the "STOP" signs represents less than 0.50% of those entering the intersection. It is not believed that this is greater than would be the case at any intersection.

The standard vehicular volume warrant for an intersection such as this requires that the entering volume on the two approaches from the major street be 600 vehicles and on the highest volume approach of the minor street be 150 for each of eight hours. At this intersection, the major street requirement is met during four hours and closely approached during an additional four hours. The minor street requirement is met during three hours and closely approached during an additional two hours. Because of the pattern at this intersection, none of the other warrants are applicable.

Signalization of this intersection poses difficulties because of the magnitude of the left turn movement from south to west. Normally, this would indicate that three phase signalization would be required and that the four-way stop should be maintained as long as possible. The volumes at this intersection are approaching the point where a four-way stop will not operate successfully. Thus signalization is indicated. Because the volume of traffic that would conflict with the left turn - vehicles entering from the north - is relatively low, it is believed that two-phase signals will operate successfully. With the entering volumes being close to equal on the two streets pre-timed signals should be installed.

VPJ:jv
10-29-62



BEND

DESCHUTES COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 11,936

Scale in Feet

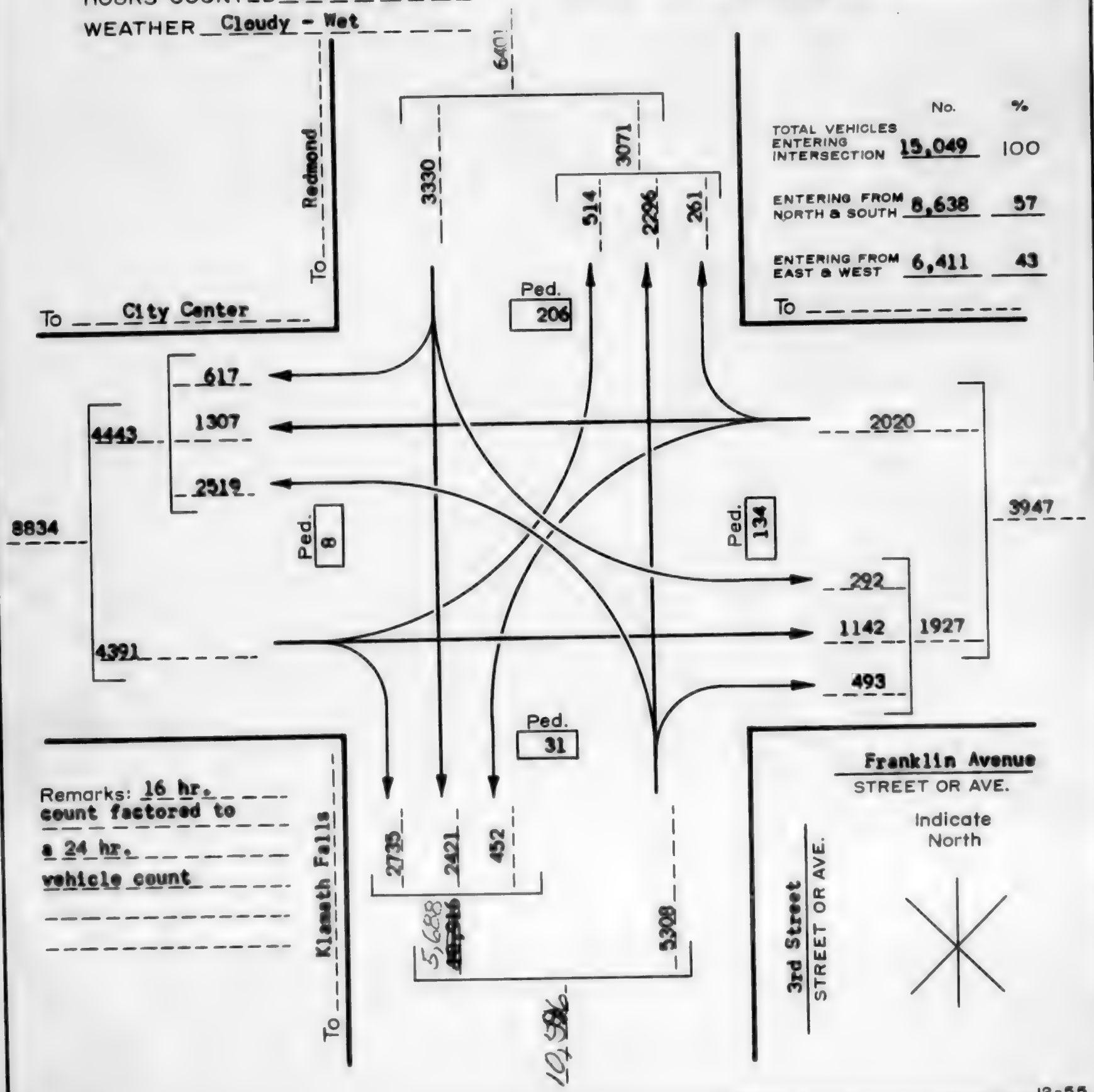
January 1, 1961

SHEET 2 OF 2 SHEETS

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE October 10, 11, 1962
DAY OF WEEK Wed. & Thurs.
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6:00 AM-10:00 PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6:00 AM-10:00 PM
WEATHER Cloudy - Wet

CITY OF Bend
INTERSECTION OF 3rd Street
AND Franklin Avenue
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	15,049	100
ENTERING FROM NORTH & SOUTH	8,638	57
ENTERING FROM EAST & WEST	6,411	43

To

Remarks: 16 hr. count factored to a 24 hr. vehicle count

12-55

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date ..... October 10, 11, 1962
Day of week ..... Wed.-Thurs.
Hours counted ..... 6:00 AM to 10:00 PM
Weather ..... Cloudy - Dry

Classification ..... All Vehicles

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL			
A.M.	6:00- 7:00	1	-	6	3	47	33	11	18	13	4	37	27	200	118	59	82
	7:00- 8:00	19	9	31	16	132	102	104	58	32	15	124	98	740	397	54	343
	8:00- 9:00	24	16	58	29	120	147	134	98	22	35	171	153	1007	537	53	470
	9:00-10:00	11	9	18	17	122	124	67	42	23	11	129	137	710	423	60	287
	10:00-11:00	11	18	24	22	118	134	57	42	18	21	130	127	722	435	60	287
	11:00-12:00	11	11	41	31	151	151	60	69	22	36	176	128	887	518	58	369
P.M.	12:00- 1:00	14	22	45	33	182	159	108	93	54	50	185	187	1132	637	56	495
	1:00- 2:00	17	17	40	22	159	155	76	74	24	44	184	178	990	593	60	397
	2:00- 3:00	17	8	43	34	164	159	74	65	28	23	174	151	940	557	59	383
	3:00- 4:00	26	23	51	51	173	165	97	69	30	35	216	186	1122	636	57	486
	4:00- 5:00	32	21	42	59	202	178	91	63	33	42	222	224	1209	720	60	489
	5:00- 6:00	33	21	51	52	198	145	57	101	45	32	216	200	1151	659	57	492
	6:00- 7:00	15	12	36	33	132	151	71	89	19	40	133	153	884	527	60	357
	7:00- 8:00	16	24	36	27	104	119	84	70	26	34	151	149	840	458	55	382
	8:00- 9:00	10	17	17	23	90	78	61	50	12	16	134	118	626	329	53	297
	9:00-10:00	8	9	22	15	108	88	36	37	10	10	104	74	521	310	60	211
A.M.	10:00-11:00																
	11:00-12:00																
	12:00- 1:00																
	1:00- 2:00																
	2:00- 3:00																
	3:00- 4:00																
	4:00- 5:00																
	5:00- 6:00																
24-Hour total .		292	261	617	514	2421	2296	1307	1142	452	493	2735	2519	15,049	8638	57	6411
16-Hour total .		265	237	561	467	2202	2088	1188	1038	411	448	2486	2290	13,681	7854	57	5827
....-Hour total .																	
Control . . .																	
Factor . . .																	

3rd ..... St. is North and South

Franklin ..... St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Bend

Intersection 3rd & Franklin

Station number

Code number

Classification All Vehicles

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS North	East	West	South	PEDESTRIANS USING CROSSWALKS North	East	West	South
4	37	27	200	118	59	82	41					-	2	-	-
15	124	98	740	397	54	343	46					10	4	-	2
6	171	153	1007	537	53	470	47					32	14	-	-
1	129	137	710	423	60	287	40					3	2	-	-
21	130	127	722	435	60	287	40					3	11	-	-
36	176	128	887	518	58	369	42					10	14	-	2
50	185	187	1132	637	56	495	44					5	11	-	-
44	184	178	990	593	60	397	40					3	2	-	3
23	174	151	940	557	59	383	41					14	7	-	4
35	216	186	1122	636	57	486	43					66	32	-	2
42	222	224	1209	720	60	489	40					26	9	4	7
32	216	200	1151	659	57	492	43					12	8	-	1
0	133	153	884	527	60	357	40					12	7	2	2
34	151	149	840	458	55	382	45					2	5	-	-
16	134	118	626	329	53	297	47					-	1	-	-
10	104	74	521	310	60	211	40					8	5	2	8
393	2735	2519	15,049	8638	57	6411	43	6401	3947	8834	10916				
48	2486	2290	13,681	7854	57	5827	43					206	134	8	31

Tabulated by .....

Computed by .....

Checked by .....

Checked by .....

CITY of BEND

October 22, 1962

Oregon State Highway Department
Salem,
Oregon

Attention: Mr. W. O. Widdows

Dear Mr. Widdows:

Recently Mr. Archibald conferred with us regarding some traffic regulations on the new 3rd Street bypass highway.

Two problems were presented involving school crossings on 3rd Street which will require action on our part to secure "school-boy" or other patrol.

The third problem involved concerns the traffic control at 3rd and Franklin Streets. I understand that traffic counters have been installed to determine the effects of the typass, and to recommend some traffic control modifications, possibly. Our police department feels that signals similar to those installed at 3rd and Greenwood would definitely benefit this intersection. Our police department reports many violations of persons "running" the stop light. However, until the results of your traffic studies are known, we feel that large (12") type traffic signal lights would be a big help at this location.

Your consideration and comments on this request will be gratefully appreciated.

Very truly yours,

Hal Puddy

H. M. Puddy
City Manager

HMP:ha

RECEIVED
NOV 5 1962
TRAFFIC ENGINEERING

RECEIVED
OFFICE
SIGNING ENGINEER

I-5-3(56) Sutherlin-Winchester Sec., 1963
130 Pacific Hwy. (Grad., Pav., 9
#6358 Structs. & Sign.) [redacted]

RR-408

Monthly transaction number	FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
4-90		Oregon
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County
274		Douglas
Modification number	(PPM 21-7)	Project number
3	4-9-69	I-5-3(56)130

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 22, 1964, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 3,506,909	$ 3,508,169
Federal funds	$ 3,210,731.40	$ 3,211,893.88
Other revisions		

This modification is made for the following reasons:

Based on Post Final Voucher #42.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 9 day of April, 19 69.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By F. K. Loboe

Asst. State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By L. R. Backlund
(Division Engineer)
for R. E. Simpson

US COMM-DC 26364-P65

Monthly transaction number	FHWM PR-2A (Rev. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
9-44		Oregon
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County
23		Douglas
Modification number	(PPM 21-7) 9-3-68	Project number
2 14		I-5-3(56)130

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 22, 19 64, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 3,523,874	$ 3,506,909.20
Federal funds	$ 3,248,000.00	$ 3,210,731.40
Other revisions		

This modification is made for the following reasons:

Based on Post Final Voucher.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 3 day of September, 19 68.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. K. Labove

Asst. State Highway Department
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

R. E. Simpson, Division Engineer

By L. R. Backlund
(Division Engineer)
L. R. Backlund, Admin. Mgr.

US COMM-D C 26364-P65

STATE COPY

Monthly transaction number	FORM PR-2A (5-34-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
1-200	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7)	County Douglas
Project report number 6358 17	1-19-66	Project number I-5-3(56)130

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 22, 1964, is hereby modified as follows:

Revised estimated total cost of project $ 3,523,874.00

Revised Federal funds $ 3,248,000.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 18th day of January, 19 66.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. H. Clarke

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

Oregon State Highway Department

Federal-Aid
Project No. I-5-3(56)130

SUTHERLIN JUNCTION-WINCHESTER SECTION OF THE

PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices.)

Salem, Oregon, January 10, 1966

Type Code 6201
Roadway (Sta. 1775+00 to Sta. 2284+50)(Contract 6358)

Clearing and Grubbing	All Required		$ 40,000.00
Drainage Excavation, Unclass.	7,475 cu.yd.	$ 2.50	18,687.50
General Excavation, Unclass.	1,429,500 cu.yd.	0.52	743,340.00
Short Overhaul	5,888,000 yd.sta.	0.10	58,880.00
Long Overhaul	312,000 C-yd.sta.	0.40	124,800.00
Furnishing & Placing Topsoil	45,000 cu.yd.	2.50	112,500.00
Finishing Roadbed & Slopes	All Required		15,000.00
Rounding Cutbanks	12,700 lin.ft.	0.15	1,905.00
Seeding	90 acre	110.00	9,900.00
Mulching	90 acre	200.00	18,000.00
Grass Seed, Creeping Red Fescue	1,170 lb.	1.00	1,170.00
Grass Seed, Chewings Fescue	810 lb.	1.00	810.00
Grass Seed, Perennial Ryegrass	450 lb.	1.00	450.00
Dutch White Clover	270 lb.	1.00	270.00
Inorganic Fertilizer, 10-16-8	360 cwt.	6.00	2,160.00
12-inch Culvert Pipe	470 lin.ft.	3.00	1,410.00
15-inch Culvert Pipe	1,730 lin.ft.	3.50	6,055.00
18-inch Culvert Pipe	2,100 lin.ft.	4.10	8,610.00
24-inch Culvert Pipe	70 lin.ft.	6.00	420.00
36-inch Culvert Pipe	300 lin.ft.	10.00	3,000.00
12-inch Concrete Pipe	210 lin.ft.	3.00	630.00
18-inch Concrete Pipe	1,560 lin.ft.	4.25	6,630.00
24-inch Concrete Pipe	160 lin.ft.	6.00	960.00
36-inch Concrete Pipe	320 lin.ft.	10.00	3,200.00
18-inch Corrugated Metal Pipe	80 lin.ft.	4.50	360.00
36-inch Corrugated Metal Pipe	50 lin.ft.	11.00	550.00
60-inch Corrugated Metal Pipe	400 lin.ft.	32.50	13,000.00
72-inch Corrugated Metal Pipe	410 lin.ft.	40.00	16,400.00
Extra for Pipe Under Pavement	280 lin.ft.	7.00	1,960.00
Salvage & Reinstall Culvert Pipe	700 lin.ft.	4.00	2,800.00
8-inch Drain Pipe (Rigid Type or Uncoated Metal)	320 lin.ft.	2.50	800.00
6-inch Perf. Drain Pipe (Rigid Type or Uncoated Metal)	9,200 lin.ft.	2.00	18,400.00
8-inch Perf. Drain Pipe (Rigid Type or Uncoated Metal)	2,870 lin.ft.	2.50	7,175.00
Special Backfill in Drains	740 cu.yd.	5.00	3,700.00

15-inch Culvert End Sections	24 only	$ 35.00	$ 840.00
18-inch Culvert End Sections	60 only	40.00	2,400.00
24-inch Culvert End Sections	6 only	60.00	360.00
36-inch Culvert End Sections	2 only	150.00	300.00
36-inch Metal Tide Gate	2 only	300.00	600.00
Salvage & Reinstall Median Barrier	4,000 lin.ft.	2.00	8,000.00
Salvage & Stockpile Guard Rail	1,200 lin.ft.	0.50	600.00
Metal Guard Rail	31,800 lin.ft.	2.30	73,140.00
Metal Median Barrier	21,000 lin.ft.	3.60	75,600.00
Rail End Pieces	120 only	5.00	600.00
Guide Posts, W-1	470 only	6.00	2,820.00
Guide Posts, Y-2	290 only	7.00	2,030.00
Guide Posts, Y-3	8 only	10.00	80.00
Type 2 Fence	3,100 rod	7.00	21,700.00
Type 3 Fence	15 rod	20.00	300.00
Salvage & Reinstall Type 2 Fence	55 rod	5.00	275.00
Salvage & Reinstall Type 3 Fence	470 rod	15.00	7,050.00
Concrete Inlets, Type D	6 only	100.00	600.00
Concrete Inlets, Type D-Modified	8 only	100.00	800.00
Concrete Inlets, Type G	4 only	90.00	360.00
Concrete Inlets, Type G-2	1 only	90.00	90.00
Concrete Manholes	1 only	500.00	500.00
Adjustment of Manholes	1 only	250.00	250.00
Adjustment of Inlets	1 only	100.00	100.00
Class "A" Concrete in Box Culverts	30 cu.yd.	60.00	1,800.00
Metal Reinforcement in Box Culverts	4,500 lb.	0.13	585.00
3/4"-0 Material in Base	31,000 ton	1.62	50,220.00
Material in Subbase	331,600 ton	1.36	450,976.00
Sprinkling	9,100 M-gal.	2.50	22,750.00
Plant Mix Bituminous Base	20,500 ton	3.76	77,080.00
Asphalt in Bituminous Base	870 ton	33.00	28,710.00
Cement-Treated Base	25,700 ton	2.84	72,988.00
Portland Cement	1,160 ton	27.50	31,900.00
RS-1 Asphalt	90 ton	50.00	4,500.00
3/4"-0 Material in Binder Course	170 cu.yd.	4.50	765.00
Furnishing & Placing Aggregates	650 cu.yd.	4.50	2,925.00
RC-250 Asphalt	25 ton	50.00	1,250.00
120-150 Asphalt	50 ton	50.00	2,500.00
Asphaltic Concrete Mixture	89,900 ton	3.76	338,024.00
Asphalt in Mixture	4,940 ton	33.00	163,020.00
Extra For Paving Approaches	15 only	25.00	375.00
Asphaltic Concrete Traffic Markers, Type L	840 lin.ft.	1.00	840.00
Roadway Illumination Removal & Truck Scale Sign Relocation Complete	All Required		3,000.00
Removal of Existing Sign Installations	All Required		500.00
Furnish 8 BP 36 Steel Piling	593 lin.ft.	5.00	2,965.00
Drive Steel Piles	42 only	65.00	2,730.00
Sign Support Footings	All Required		2,000.00

Metal Sign Posts	All Required		$ 3,000.00
Single Sign Supports	All Required		3,500.00
Double Sign Supports	All Required		4,000.00
Structure Mounts	All Required		300.00
Wood Sign Posts	All Required		2,500.00
Type "A" & "B" Signs in Place	3,763 sq.ft.	$ 6.60	24,835.80
Type "C", "D" & "H" Signs in Place	1,072 sq.ft.	3.40	3,644.80
Type "E", "F" & "G" Signs in Place	389 sq.ft.	3.50	1,361.50
Type "P" Signs in Place	30 sq.ft.	6.00	180.00
			$2,749,052.60
Flagging (57% of Contractor's Cost)	All Required		$ 12,000.00
Salvage and Stockpile Guide Posts	All Required		200.00
Remove & Reinstall Water Pipe	All Required		200.00
			$ 12,400.00

Utilities

Work by Pacific NW Bell Tel. Co.	All Required		$ 226.43
Work by Pacific Power & Light Co.	All Required		1,483.00
			$ 1,709.43
	Subtotal		$2,763,162.03
	10% Engr. & Cont.		276,315.97
	Total		$3,039,478.00

Type Code X028
Box Culvert (Sta. 2020+13.58 to Sta. 2020+34.42)(Contract 6358)

Drainage Excavation, Unclass.	125 cu.yd.	$ 2.50	$ 312.50
Class "A" Concrete in Box Culverts	310 cu.yd.	60.00	18,600.00
Metal Reinforcement in Box Culverts	51,500 lb.	0.13	6,695.00
			$ 25,607.50

Type Code X221
Elkton-Sutherlin Hwy. Oiling (Widening)(Br. #7565A)(Sta. 1796+00.39 to Sta. 1797+00.39)(Contract 6358)

Remodel Structures and Provide for Traffic	All Required (50%)		$ 4,700.00
Shoring, Cribbing, etc.	All Required		1,850.00
Structural Excavation	70 cu.yd.	$ 7.00	490.00

Structural Excavation Below Elevation Shown	10 cu.yd.	$ 15.00	$ 150.00
Furnish 10" BP 42# Steel Piling	80 lin.ft.	4.40	352.00
Drive Steel Piles	4 only	85.00	340.00
Splice Steel Piles	1 only	40.00	40.00
Class "A" Concrete (122 cu.yd.)	All Required		9,394.00
Metal Reinforcement (36,700 lbs.)	All Required		4,200.00
8-inch Metal Drain Pipe	80 lin.ft.	3.50	280.00
			$ 21,796.00

Type Code X020
Sutherlin Creek Bridge (Br. #9286)(Sta. "Ls" 1868+15.19)(Sta. "CD" 1861+10 to Sta. "CD" 1861+89)(Contract 6358)

Furnish 14-inch Prestressed Piling	300 lin.ft.	$ 5.00	$ 1,500.00
Furnish 10" BP 42# Steel Piling	260 lin.ft.	4.40	1,144.00
Drive Prestressed Piles	12 only	120.00	1,440.00
Drive Steel Piles	8 only	85.00	680.00
Splice Steel Piles	2 only	40.00	80.00
Class "A" Concrete (175 cu.yd.)	All Required		11,200.00
Metal Reinforcement (40,000 lbs.)	All Required		4,170.00
8-inch Metal Drain Pipe	60 lin.ft.	3.50	210.00
			$ 20,424.00

Type Code X281
Deady Interchange U'xing (Br. #9285)(Sta. "Ls" 1869+30.91)(Contract 6358)

Remove Existing Deady U'xing	All Required		$ 12,500.00
Shoring, Cribbing, etc.	All Required		2,850.00
Structural Excavation	80 cu.yd.	$ 6.00	480.00
Structural Excavation Below Elevation Shown	10 cu.yd.	6.00	60.00
Furnish 10" BP 42# Steel Piling	1,275 lin.ft.	4.25	5,418.75
Drive Steel Piles	30 only	70.00	2,100.00
Splice Steel Piles	8 only	40.00	320.00
Class "A" Concrete (295 cu.yd.)	All Required		20,650.00
50' to 55' Type III Prestressed Beams	4 only	1,065.00	4,260.00
55' to 60' Type III Prestressed Beams	4 only	1,150.00	4,600.00
85' to 90' Type IV Prestressed Beams	4 only	2,160.00	8,640.00
Metal Reinforcement (59 200 lbs.)	All Required		6,250.00
Preparation of Slopes	350 sq.yd.	2.00	700.00
Concrete Slab Riprap	350 sq.yd.	8.00	2,800.00
8-inch Metal Drain Pipe	220 lin.ft.	3.50	770.00
			$ 72,398.75

Type Code X220
Rogers Road O'xing (Sta. "Ls" 1968+28.53 to Sta. "Ls" 1969+48.53)(Contract 6358)

Bridge #7627-A

Shoring, Cribbing, etc.	All Required		$ 2,200.00
Structural Excavation	220 cu.yd.	$ 5.00	1,100.00
Structural Excavation Below Elevation Shown	20 cu.yd.	15.00	300.00
Class "A" Concrete (375 cu.yd.)	All Required		23,500.00
Metal Reinforcement (82,800 lbs.)	All Required		9,500.00
8-inch Metal Drain Pipe	100 lin.ft.	3.50	350.00

Bridge #7627-B (Widening)

Remodel Structure and Provide for Traffic	All Req. (25%)		$ 2,350.00
Shoring, Cribbing, etc.	All Required		600.00
Structural Excavation	30 cu.yd.	5.00	150.00
Structural Excavation Below Elevation Shown	5 cu.yd.	15.00	75.00
Class "A" Concrete (45 cu.yd.)	All Required		3,600.00
Metal Reinforcement (9 900 lbs.)	All Required		1,225.00
8-inch Metal Drain Pipe	40 lin.ft.	3.50	140.00
			$ 45,090.00

Type Code X220
N. Wilbur O'xing (Sta. "Ls" 2034+22 to Sta. "Ls" 2035+37)(Contract 6358)

Bridge #7629-A

Shoring, Cribbing, etc.	All Required		$ 1,500.00
Structural Excavation	200 cu.yd.	$ 5.00	1,000.00
Structural Excavation Below Elevation Shown	20 cu.yd.	5.00	100.00
Furnish 10" BP 42# Steel Piling	1,835 lin.ft.	4.15	7,615.25
Drive Steel Piles	46 only	70.00	3,220.00
Splice Steel Piles	10 only	40.00	400.00
Class "A" Concrete (389 cu.yd.)	All Required		24,300.00
Metal Reinforcement (82,500 lbs.)	All Required		9,050.00
8-inch Metal Drain Pipe	50 lin.ft.	3.50	175.00

Bridge #7629-B (Widening)

Remodel Structures and Provide for Traffic	All Req. (25%)		$ 2,350.00
Shoring, Cribbing, etc.	All Required		750.00

Structural Excavation	40 cu.yd.	$ 5.00	$ 200.00
Structural Excavation Below Elevation Shown	10 cu.yd.	5.00	50.00
Furnish 10" BP 42# Steel Piles	420 lin.ft.	4.25	1,785.00
Drive Steel Piles	12 only	70.00	840.00
Splice Steel Piles	3 only	40.00	120.00
Class "A" Concrete (58 cu.yd.)	All Required		4,400.00
Metal Reinforcement (15,600 lbs.)	All Required		2,000.00
8-inch Metal Drain Pipe	40 lin.ft.	3.50	140.00
			$ 59,995.25

Type Code X421
Sutherlin Creek Bridge (Br. #7628A) (Sta. "Ls" 2061+98 to Sta. 2064+58) (Contract 6358)

Shoring, Cribbing, etc.	All Required		$ 8,700.00
Structural Excavation	400 cu.yd.	$ 5.00	2,000.00
Structural Excavation Below Elevation Shown	40 cu.yd.	15.00	600.00
Furnish 10" BP 42# Steel Piling	620 lin.ft.	4.25	2,635.00
Drive Steel Piles	22 only	70.00	1,540.00
Splice Steel Piles	5 only	40.00	200.00
Class "A" Concrete (653 cu.yd.)	All Required		46,350.00
Metal Reinforcement (194 600 lbs.)	All Required		21,870.00
8-inch Metal Drain Pipe	30 lin.ft.	3.50	105.00
			$ 84,000.00

Type Code X521
Wilbur O'xing SPRR (Br. #7631-A) (Sta. "Ls" 2114+94 to Sta. 2118+02) (Contract 6358)

Shoring, Cribbing, etc.	All Required		$ 11,250.00
Structural Excavation	480 cu.yd.	$ 6.50	3,120.00
Structural Excavation Below Elevation Shown	50 cu.yd.	10.00	500.00
Furnish 10" BP 42# Steel Piling	1,200 lin.ft.	4.25	5,100.00
Drive Steel Piles	40 only	67.00	2,680.00
Splice Steel Piles	10 only	40.00	400.00
Class "A" Concrete (785 cu.yd.)	All Required		56,500.00
Metal Reinforcement (218,000 lbs.)	All Required		23,900.00
8-inch Metal Drain Pipe	110 lin.ft.	3.50	385.00
6-inch Standard Steel Pipe	40 lin.ft.	12.00	480.00
			$ 104,315.00

Utilities

Work by Southern Pacific Co.	All Required	$ 3,081.00
Work by Western Union Tel. Co.	All Required	3,653.00
		$ 6,734.00
	Subtotal	$ 440,360.50
	10% Engr. & Cont.	44,035.50
	Total	$ 484,396.00

Length of Roadway - - - - - - -	7.517 Miles
Length of 8 Structures- - - -	0.175 Mile
Total Length- - - - - - - - -	7.692 Miles
Cost of Roadway Per Mile- - -	$404,347.21

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,039,478.00	$2,803,000.00	$236,478.00
Structures	484,396.00	445,000.00	39,396.00
	$3,523,874.00	$3,248,000.00	$275,874.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

SUTHERLIN JCT.-WINCHESTER SECTION

Project No. I-5-3(56)130

Estimated Cost of Work by the Southern Pacific Company:

Communications Work	$ 992.00
Signal Work	1,375.00
Install and Remove Tell-tales	700.00
Equipment Rental	108.00
Freight	55.00
Material Handling	88.00
Vacation Allowance	65.00
Holiday Pay	26.00
Health & Welfare	20.00
R.R. Ret. & Unemp. Taxes	246.00
Pl., PD., WC Ins.	91.00
Accounting & Billing	190.00
Contingencies	395.00
Salvage Credit	-1,270.00 Cr.
	$ 3,081.00

Estimated Cost of Work by the Western Union Telegraph Co.:

Labor	$ 2,657.00
Material	837.00
Equipment	304.00
Contingencies	45.00
Salvage Credit	-190.00 Cr.
	$ 3,653.00

Estimated Cost of Work by Pacific Power & Light Co.:

Material	$ 3,000.00
Labor	3,347.00
Equipment	494.00
Transfer Costs	532.00
Salvage Credit	- 840.00
	$ 6,533.00

State Share 5/22 or 22.7% $ 1,483.00

Estimated Cost of Work by the Pacific NW Bell Tel. Co.:

Labor		$ 106.14
Material		41.01
Equipment		8.78
* 2 Poles (PP & L Co.)		70.50
	Lump Sum	$ 226.43

* Cost to Pacific N.W. Bell Co. addition height of 2 poles of Pacific Power & Light Co. per current joint use agreement.

Monthly transaction number	Form 2A (5-31-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
4-79		
Project report number 10	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County Douglas
		Project number I-5-3(56)130

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 22, 19 64, is hereby modified as follows:

Revised estimated total cost of project $ 3,457,324.00

Revised Federal funds $ 3,180,000.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 22 day of April, 19 64.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stone

ASSISTANT State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX A. W. Parsons
By
Division Engineer

By: L. R. Backlund, Administrative Mgr.

USComm-DC 11170

Oregon State Highway Department

Federal Aid
Project No. I-5-3(56)130

SUTHERLIN JUNCTION-WINCHESTER SECTION OF THE

PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for modification of project agreement. Based on low bid prices. Revised to include all work retained in P.S.&E. status.)

Salem, Oregon, March 16, 1964

Type Code 6201
Roadway (Sta. 1775+00 to Sta. 2284+50)(Contract 6358)

Clearing and Grubbing	All Required			$ 40,000.00
Drainage Excavation, Unclassified	7,475	cu.yd.	$ 2.50	18,687.50
General Excavation, Unclassified	1,429,500	cu.yd.	0.52	743,340.00
Short Overhaul	5,888,000	yd.sta.	0.10	58,880.00
Long Overhaul	312,000	C-yd.sta.	0.40	124,800.00
Furnishing & Placing Topsoil	20,800	cu.yd.	2.50	52,000.00
Finishing Roadbed & Slopes	All Required			15,000.00
Rounding Cutbanks	12,700	lin.ft.	0.15	1,905.00
Seeding	90	acre	110.00	9,900.00
Mulching	90	acre	200.00	18,000.00
Grass Seed, Creeping Red Fescue	1,170	lb.	1.00	1,170.00
Grass Seed, Chewings Fescue	810	lb.	1.00	810.00
Grass Seed, Perennial Ryegrass	450	lb.	1.00	450.00
Dutch White Clover	270	lb.	1.00	270.00
Inorganic Fertilizer, 10-16-8	360	cwt.	6.00	2,160.00
12-inch Culvert Pipe	470	lin.ft.	3.00	1,410.00
15-inch Culvert Pipe	1,730	lin.ft.	3.50	6,055.00
18-inch Culvert Pipe	2,100	lin.ft.	4.10	8,610.00
24-inch Culvert Pipe	70	lin.ft.	6.00	420.00
36-inch Culvert Pipe	300	lin.ft.	10.00	3,000.00
12-inch Concrete Pipe	210	lin.ft.	3.00	630.00
18-inch Concrete Pipe	1,560	lin.ft.	4.25	6,630.00
24-inch Concrete Pipe	160	lin.ft.	6.00	960.00
36-inch Concrete Pipe	320	lin.ft.	10.00	3,200.00
18-inch Corrugated Metal Pipe	80	lin.ft.	4.50	360.00
36-inch Corrugated Metal Pipe	50	lin.ft.	11.00	550.00
60-inch Corrugated Metal Pipe	400	lin.ft.	32.50	13,000.00
72-inch Corrugated Metal Pipe	410	lin.ft.	40.00	16,400.00
Extra for Pipe Under Pavement	280	lin.ft.	7.00	1,960.00
Salvage & Reinstall Culvert Pipe	700	lin.ft.	4.00	2,800.00
8-inch Drain Pipe (Rigid type or Uncoated Metal)	320	lin.ft.	2.50	800.00
6-inch Perf. Drain Pipe (Rigid type or Uncoated Metal)	9,200	lin.ft.	2.00	18,400.00
8-inch Perf. Drain Pipe (Rigid type or Uncoated Metal)	2,870	lin.ft.	2.50	7,175.00
Special Backfill in Drains	740	cu.yd.	5.00	3,700.00

15-inch Culvert End Sections	24	only	$ 35.00	$ 840.00
18-inch Culvert End Sections	60	only	40.00	2,400.00
24-inch Culvert End Sections	6	only	60.00	360.00
36-inch Culvert End Sections	2	only	150.00	300.00
36-inch Metal Tide Gate	2	only	300.00	600.00
Salvage & Reinstall Median Barrier	4,000	lin.ft.	2.00	8,000.00
Salvage & Stockpile Guard Rail	1,200	lin.ft.	0.50	600.00
Metal Guard Rail	31,800	lin.ft.	2.30	73,140.00
Metal Median Barrier	21,000	lin.ft.	3.60	75,600.00
Rail End Pieces	120	only	5.00	600.00
Guide Posts, W-1	470	only	6.00	2,820.00
Guide Posts, Y-2	290	only	7.00	2,030.00
Guide Posts, Y-3	8	only	10.00	80.00
Type 2 Fence	3,100	rod	7.00	21,700.00
Type 3 Fence	15	rod	20.00	300.00
Salvage & Reinstall Type 2 Fence	55	rod	5.00	275.00
Salvage & Reinstall Type 3 Fence	470	rod	15.00	7,050.00
Concrete Inlets, Type D	6	only	100.00	600.00
Concrete Inlets, Type D-Modified	8	only	100.00	800.00
Concrete Inlets, Type G	4	only	90.00	360.00
Concrete Inlets, Type G-2	1	only	90.00	90.00
Concrete Manholes	1	only	500.00	500.00
Adjustment of Manholes	1	only	250.00	250.00
Adjustment of Inlets	1	only	100.00	100.00
Class "A" Concrete in Box Culverts	30	cu.yd.	60.00	1,800.00
Metal Reinforcement in Box Culverts	4,500	lb.	0.13	585.00
3/4"-0 Material in Base	31,000	ton	1.62	50,220.00
Material in Subbase	331,600	ton	1.36	450,976.00
Sprinkling	9,100	M-gal.	2.50	22,750.00
Plant Mix Bituminous Base	20,500	ton	3.76	77,080.00
Asphalt in Bituminous Base	870	ton	33.00	28,710.00
Cement-Treated Base	25,700	ton	2.84	72,988.00
Portland Cement	1,160	ton	27.50	31,900.00
RS-1 Asphalt	90	ton	50.00	4,500.00
3/4"-0 Material in Binder Course	170	cu.yd.	4.50	765.00
Furnishing & Placing Aggregates	650	cu.yd.	4.50	2,925.00
RC-250 Asphalt	25	ton	50.00	1,250.00
120-150 Asphalt	50	ton	50.00	2,500.00
Asphaltic Concrete Mixture	89,900	ton	3.76	338,024.00
Asphalt in Mixture	4,940	ton	33.00	163,020.00
Extra For Paving Approaches	15	only	25.00	375.00
Asphaltic Concrete Traffic Markers, Type L	840	lin.ft.	1.00	840.00
Roadway Illumination Removal & Truck Scale Sign Relocation Complete	All	Required		3,000.00
Removal of Existing Sign Installations	All	Required		500.00
Furnish 8 BP 36 Steel Piling	593	lin.ft.	5.00	2,965.00
Drive Steel Piles	42	only	65.00	2,730.00
Sign Support Footings	All	Required		2,000.00

Metal Sign Posts	All Required		$ 3,000.00
Single Sign Supports	All Required		3,500.00
Double Sign Supports	All Required		4,000.00
Structure Mounts	All Required		300.00
Wood Sign Posts	All Required		2,500.00
Type "A" & "B" Signs in Place	3,763 sq.ft.	$ 6.60	24,835.80
Type "C", "D" & "E" Signs in Place	1,072 sq.ft.	3.40	3,644.80
Type "E", "F" & "G" Signs in Place	389 sq.ft.	3.50	1,361.50
Type "P" Signs in Place	30 sq.ft.	6.00	180.00
			$2,688,552.60
Flagging (57½ of Contractor's Cost)	All Required		$ 12,000.00
Salvage and Stockpile Guide Posts	All Required		$ 200.00
Remove & Reinstall Water Pipe	All Required		200.00
			$ 12,400.00

Utilities

Work by Pacific N. W. Bell Tel. Co.	All Required		$ 226.43
work by Pacific Power & Light Co.	All Required		1,483.00
			$ 1,709.43
		Subtotal	$2,702,662.03
		10% Engr. & Cont.	270,265.97
		Total	$2,972,928.00

Type Code X025
Box Culvert (Sta. 2020+13.58 to Sta. 2020+34.42)(Contract 6358)

Drainage Excavation, Unclassified	125 cu.yd.	$ 2.50	$ 312.50
Class "A" Concrete in Box Culverts	310 cu.yd.	60.00	18,600.00
Metal Reinforcement in Box Culverts	51,500 lb.	0.13	6,695.00
			$ 25,607.50

Type Code X221
Elkton-Sutherlin Hwy. O'xing (Widening)(Br. #7565A)(Sta. 1796+00.39 to Sta. 1797+00.39)(Contract 6358)

Remodel Structures and Provide for Traffic	All Req. (50%)		$ 4,700.00
Shoring, Cribbing, etc.	All Req.		1,850.00
Structural Excavation	70 cu.yd.	$ 7.00	490.00

Structural Excavation Below Elevation Shown	10 cu.yd.	$ 15.00	$ 150.00
Furnish 10" BP 42# Steel Piling	80 lin.ft.	4.40	352.00
Drive Steel Piles	4 only	85.00	340.00
Splice Steel Piles	1 only	40.00	40.00
Class "A" Concrete (122 cu.yd.)	All Required		9,394.00
Metal Reinforcement (36,700 lbs.)	All Required		4,200.00
8-inch Metal Drain Pipe	80 lin.ft.	3.50	280.00
			$ 21,796.00

Type Code K020
Sutherlin Creek Bridge (Br. #9286)(Sta. "L" 1868+15.12)(Sta. "CD" 1861+10 to Sta. "CD" 1861+89)(Contract 6358)

Furnish 14-inch Prestressed Piling	300 lin.ft.	$ 5.00	$ 1,500.00
Furnish 10" BP 42# Steel Piling	260 lin.ft.	4.40	1,144.00
Drive Prestressed Piles	12 only	120.00	1,440.00
Drive Steel Piles	8 only	85.00	680.00
Splice Steel Piles	2 only	40.00	80.00
Class "A" Concrete (175 cu.yd.)	All Required		11,200.00
Metal Reinforcement (40,000 lbs.)	All Required		4,170.00
8-inch Metal Drain Pipe	60 lin.ft.	3.50	210.00
			$ 20,424.00

Type Code K281
Deady Interchange U'xing (Br. #9285)(Sta. "L" 1869+30.91)(Contract 6358)

Remove Existing Deady U'xing	All Required		$ 12,500.00
Shoring, Cribbing, etc.	All Required		2,850.00
Structural Excavation	80 cu.yd.	$ 6.00	480.00
Structural Excavation Below Elevation Shown	10 cu.yd.	6.00	60.00
Furnish 10" BP 42# Steel Piling	1,275 lin.ft.	4.25	5,418.75
Drive Steel Piles	30 only	70.00	2,100.00
Splice Steel Piles	8 only	40.00	320.00
Class "A" Concrete (295 cu.yd.)	All Required		20,650.00
50' to 55' Type III Prestressed Beams	4 only	1,065.00	4,260.00
55' to 60' Type III Prestressed Beams	4 only	1,150.00	4,600.00
85' to 90' Type IV Prestressed Beams	4 only	2,160.00	8,640.00
Metal Reinforcement (59 200 lbs.)	All Required		6,250.00
Preparation of Slopes	350 sq.yd.	2.00	700.00
Concrete Slab Riprap	350 sq.yd.	8.00	2,800.00
8-inch Metal Drain Pipe	220 lin.ft.	3.50	770.00
			$ 72,398.75

Type Code K220
Rogers Road O'xing (Sta. "Lg" 1968+28.53 to Sta. "Lg" 1969+43.53)(Contract 6358)

Bridge #7627-A

Shoring, Cribbing, etc.	All Required			$ 2,200.00
Structural Excavation	220 cu.yd.	$	5.00	1,100.00
Structural Excavation Below Elevation Shown	20 cu.yd.		15.00	300.00
Class "A" Concrete (375 cu.yd.)	All Required			23,500.00
Metal Reinforcement (82 800 lbs.)	All Required			9,500.00
8-inch Metal Drain Pipe	100 lin.ft.		3.50	350.00

Bridge #7627-B (Widening)

Remodel Structure and Provide for Traffic	All Req. (25%)			$ 2,350.00
Shoring, Cribbing, etc.	All Required			600.00
Structural Excavation	30 cu.yd.		5.00	150.00
Structural Excavation Below Elevation Shown	5 cu.yd.		15.00	75.00
Class "A" Concrete (45 cu.yd.)	All Required			3,600.00
Metal Reinforcement (9 900 lbs.)	All Required			1,225.00
8-inch Metal Drain Pipe	40 lin.ft.		3.50	140.00
				$ 45,090.00

Type Code K220
N. Wilbur O'xing (Sta. "Lg" 2034+22 to Sta. "Lg" 2035+37)(Contract 6358)

Bridge #7629-A

Shoring, Cribbing, etc.	All Required			$ 1,500.00
Structural Excavation	200 cu.yd.	$	5.00	1,000.00
Structural Excavation Below Elevation Shown	20 cu.yd.		5.00	100.00
Furnish 10" BP 42# Steel Piling	1,835 lin.ft.		4.15	7,615.25
Drive Steel Piles	46 only		70.00	3,220.00
Splice Steel Piles	10 only		40.00	400.00
Class "A" Concrete (389 cu.yd.)	All Required			24,300.00
Metal Reinforcement (82,500 lbs.)	All Required			9,050.00
8-inch Metal Drain Pipe	50 lin.ft.		3.50	175.00

Bridge #7629-B (Widening)

Remodel Structures and Provide for Traffic	All Req. (25%)			$ 2,350.00
Shoring, Cribbing, etc.	All Required			750.00

Structural Excavation	40 cu.yd.	$ 5.00	$ 200.00
Structural Excavation Below E evation Shown	10 cu.yd.	5.00	50.00
Furnish 10" BP 42# Steel Piles	420 lin.ft.	4.25	1,785.00
Drive Steel Piles	12 only	70.00	840.00
Splice Steel Piles	3 only	40.00	120.00
Class "A" Concrete (58 cu.yd.)	All Required		4,400.00
Metal Reinforcement (15,600 lbs.)	All Required		2,000.00
8-inch Metal Drain Pipe	40 lin.ft.	3.50	140.00
			$ 59,995.25

Type Code X421
Sutherlin Creek Bridge (Br. #7623A)(Sta. "L" 2061+38 to Sta. 2064+58)(Contract 6358)

Shoring, Cribbing, etc.	All Required		$ 8,700.00
Structural Excavation	400 cu.yd.	$ 5.00	2,000.00
Structural Excavation Below Elevation Shown	40 cu.yd.	15.00	600.00
Furnish 10" BP 42# Steel Piling	620 lin.ft.	4.25	2,635.00
Drive Steel Piles	22 only	70.00	1,540.00
Splice Steel Piles	5 only	40.00	200.00
Class "A" Concrete (653 cu.yd.)	All Required		46,350.00
Metal Reinforcement (194 600 lbs.)	All Required		21,870.00
8-inch Metal Drain Pipe	30 lin.ft.	3.50	105.00
			$ 84,000.00

Type Code X521
Wilbur O'xing SPRR (Br. #7631-A)(Sta. "L" 2114+94 to Sta. 2118+02)(Contract 6358)

Shoring, Cribbing, etc.	All Required		$ 11,250.00
Structural Excavation	480 cu.yd.	$ 6.50	3,120.00
Structural Excavation Below Elevation Shown	50 cu.yd.	10.00	500.00
Furnish 10" BP 42# Steel Piling	1,200 lin.ft.	4.25	5,100.00
Drive Steel Piles	40 only	67.00	2,680.00
Splice Steel Piles	10 only	40.00	400.00
Class "A" Concrete (785 cu.yd.)	All Required		56,500.00
Metal Reinforcement (218,000 lbs.)	All Required		23,900.00
8-inch Metal Drain Pipe	110 lin.ft.	3.50	385.00
6-inch Standard Steel Pipe	40 lin.ft.	12.00	480.00
			$ 104,315.00

Utilities

Work by Southern Pacific Co.	All Required	$ 3,081.00
Work by Western Union Tel. Co.	All Required	3,653.00
		$ 6,734.00
	Subtotal	$ 440,360.50
	10% Engr. & Cont.	44,035.50
	Total	$ 484,396.00

Length of Roadway - - - - - - - - - - - -7.517 miles
Length of 8 Structures- - - - - - - - - -0.175 miles
Total Length - - - - - - - - - - - - -7.692 miles
Cost of Roadway Per Mile- - - - - - - - -$395,493.94

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$2,972,928.00	$2,735,000.00	$ 237,928.00
Structures	484,396.00	445,000.00	39,396.00
	$3,457,324.00	$3,180,000.00	$ 277,324.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

SUTHERLIN JCT.-WINCHESTER SECTION

Project No. I-5-3(56)130

Estimated Cost of Work by the Southern Pacific Company:

Communications Work	$ 992.00
Signal Work	1,375.00
Install and Remove Tell-tales	700.00
Equipment Rental	108.00
Freight	55.00
Material Handling	88.00
Vacation Allowance	65.00
Holiday Pay	26.00
Health & Welfare	20.00
R.R. Ret. & Unemp. Taxes	246.00
Pl., PD., WC Ins.	91.00
Accounting & Billing	190.00
Contingencies	395.00
Salvage Credit	-1,270.00 Cr.
	$ 3,081.00

Estimated Cost of Work by the Western Union Telegraph Co.:

Labor	$ 2,657.00
Material	837.00
Equipment	304.00
Contingencies	45.00
Salvage Credit	-190.00 Cr.
	$ 3,653.00

Estimated Cost of Work by Pacific Power & Light Co.:

Material	$ 3,000.00
Labor	3,347.00
Equipment	494.00
Transfer Costs	532.00
Salvage Credit	- 840.00
	$ 6,533.00

State Share 5/22 or 22.7% $ 1,483.00

Estimated Cost of Work by the Pacific NW Bell Tel. Co.:

Labor		$ 106.14
Material		41.01
Equipment		8.78
* 2 Poles (PP & L Co.)		70.50
	Lump Sum	$ 226.43

* Cost to Pacific N.W. Bell Co. addition height of 2 poles of Pacific Power & Light Co. per current joint use agreement.

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
2-6		Oregon
PROJECT REPORT NO.	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY
6		Douglas
		PROJECT NO.
		I-5-3(56)130

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Sutherlin Jct. to Winchester

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10-28-63	7.692
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 3,435,443.00	$ 3,178,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Shaw

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XEX A. W. Parsons
(Division Engineer)

By: L. E. Bucklund, Administrative Mgr.

Date executed by Division Engineer January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

Form PR-2, Federal-Aid Project Agreement (Supplement)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

The State Highway Department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the President's Committee on Equal Employment Opportunity, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Bureau of Public Roads and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Bureau of Public Roads may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Bureau, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State Highway Department further agrees that it will be bound by the above equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

The State Highway Department agrees that it will cooperate actively with the Bureau of Public Roads and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Committee, that it will furnish the Bureau of Public Roads and the Committee such information as they may require for the supervision of such compliance, and that it will otherwise assist the Bureau of Public Roads in the discharge of the Bureau's primary responsibility for securing compliance. The State Highway Department further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part III, Subpart D of Executive Order 10925 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Bureau of Public Roads or the Committee pursuant to Part III, Subpart D of Executive Order 10925. In addition, the State Highway Department agrees that if it fails or refuses to comply with these undertakings the Bureau of Public Roads may cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such State Highway Department, or may refer the case to the Department of Justice for appropriate legal proceedings.

Oregon State Highway Department

Federal-Aid
Project No. I-5-3(56)130

SUTHERLIN JUNCTION-WINCHESTER SECTION

F THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 10, 1963

Type Code 6201
Roadway (Sta. 1775+00 to Sta. 2284+50)(Contract 6358)

Clearing and Grubbing	All Req.		$ 40,000.00
Drainage Excavation, Unclassified	7,475 cu.yd.	$ 2.50	18,687.50
General Excavation, Unclassified	1,429,500 cu.yd.	0.52	743,340.00
Short Overhaul	5,888,000 yd.sta.	0.10	58,880.00
Long Overhaul	312,000 C-yd.sta.	0.40	124,800.00
Furnishing & Placing Topsoil	20,800 cu.yd.	2.50	52,000.00
Finishing Roadbed & Slopes	All Req.		15,000.00
Rounding Cutbanks	12,700 lin.ft.	0.15	1,905.00
Seeding	90 acre	110.00	9,900.00
Mulching	90 acre	200.00	18,000.00
Grass Seed, Creeping Red Fescue	1,170 lb.	1.00	1,170.00
Grass Seed, Chewings Fescue	810 lb.	1.00	810.00
Grass Seed, Perennial Ryegrass	450 lb.	1.00	450.00
Dutch White Clover	270 lb.	1.00	270.00
Inorganic Fertilizer, 10-16-8	360 cwt.	6.00	2,160.00
12-inch Culvert Pipe	470 lin.ft.	3.00	1,410.00
15-inch Culvert Pipe	1,730 lin.ft.	3.50	6,055.00
18-inch Culvert Pipe	2,100 lin.ft.	4.10	8,610.00
24-inch Culvert Pipe	70 lin.ft.	6.00	420.00
36-inch Culvert Pipe	300 lin.ft.	10.00	3,000.00
12-inch Concrete Pipe	210 lin.ft.	3.00	630.00
18-inch Concrete Pipe	1,560 lin.ft.	4.25	6,630.00
24-inch Concrete Pipe	160 lin.ft.	6.00	960.00
36-inch Concrete Pipe	320 lin.ft.	10.00	3,200.00
18-inch Corrugated Metal Pipe	80 lin.ft.	4.50	360.00
36-inch Corrugated Metal Pipe	50 lin.ft.	11.00	550.00
60-inch Corrugated Metal Pipe	400 lin.ft.	32.50	13,000.00
72-inch Corrugated Metal Pipe	410 lin.ft.	40.00	16,400.00
Extra for Pipe Under Pavement	280 lin.ft.	7.00	1,960.00
Salvage & Reinstall Culvert Pipe	700 lin.ft.	4.00	2,800.00
8-inch Drain Pipe (Rigid-Type or Uncoated Metal)	320 lin.ft.	2.50	800.00
6-inch Perforated Drain Pipe (Rigid-Type or Uncoated Metal)	9,200 lin.ft.	2.00	18,400.00
8-inch Perforated Drain Pipe (Rigid-Type or Uncoated Metal)	2,870 lin.ft.	2.50	7,175.00
Special Backfill in Drains	740 cu.yd.	5.00	3,700.00
15-inch Culvert End Sections	24 only	35.00	840.00
18-inch Culvert End Sections	60 only	40.00	2,400.00

24-inch Culvert End Sections	6 only	$ 60.00	$ 360.00
36-inch Culvert End Sections	2 only	150.00	300.00
36-inch Metal Tide Gate	2 only	300.00	600.00
Salvage & Reinstall Median Barrier	4,000 lin.ft.	2.00	8,000.00
Salvage & Stockpile Guard Rail	1,200 lin.ft.	0.50	600.00
Metal Guard Rail	31,800 lin.ft.	2.30	73,140.00
Metal Median Barrier	21,000 lin.ft.	3.60	75,600.00
Rail End Pieces	120 only	5.00	600.00
Guide Posts, W-1	470 only	6.00	2,820.00
Guide Posts, Y-2	290 only	7.00	2,030.00
Guide Posts, Y-3	8 only	10.00	80.00
Type 2 Fence	3,100 rod	7.00	21,700.00
Type 3 Fence	15 rod	20.00	300.00
Salvage & Reinstall Type 2 Fence	55 rod	5.00	275.00
Salvage & Reinstall Type 3 Fence	470 rod	15.00	7,050.00
Concrete Inlets, Type D	6 only	100.00	600.00
Concrete Inlets, Type D Modified	8 only	100.00	800.00
Concrete Inlets, Type G	4 only	90.00	360.00
Concrete Inlets, Type G-2	1 only	90.00	90.00
Concrete Manholes	1 only	500.00	500.00
Adjustment of Manholes	1 only	250.00	250.00
Adjustment of Inlets	1 only	100.00	100.00
Class "A" Concrete in Box Culverts	30 cu.yd.	60.00	1,800.00
Metal Reinforcement in Box Culverts	4,500 lb.	0.13	585.00
3/4" - 0 Material in Base	31,000 ton	1.62	50,220.00
Material in Subbase	331,600 ton	1.36	450,976.00
Sprinkling	9,100 M-gal.	2.50	22,750.00
Plant-Mix Bituminous Base	20,500 ton	3.76	77,080.00
Asphalt in Bituminous Base	870 ton	33.00	28,710.00
Cement Treated Base	25,700 ton	2.84	72,988.00
Portland Cement	1,160 ton	27.50	31,900.00
RS-1 Asphalt	90 ton	50.00	4,500.00
3/4" - 0 Material in Binder Course	170 cu.yd.	4.50	765.00
Furnishing & Placing Aggregates	650 cu.yd.	4.50	2,925.00
RC-250 Asphalt	25 ton	50.00	1,250.00
120-150 Asphalt	50 ton	50.00	2,500.00
Asphaltic Concrete Mixture	89,900 ton	3.75	338,624.00
Asphalt in Mixture	4,940 ton	33.00	163,020.00
Extra for Paving Approaches	15 only	25.00	375.00
Asphaltic Concrete Traffic Markers, Type L	840 lin.ft.	1.00	840.00
Roadway Illumination Removal & Truck Scale Sign Relocation, Complete	All Req.		3,000.00
Removal of Existing Sign Installations	All Req.		500.00
Furnish 8 BP 36 Steel Piling	593 lin.ft.	5.00	2,965.00
Drive Steel Piles	42 only	65.00	2,730.00
Sign Support Footings	All Req.		2,000.00
Metal Sign Posts	All Req.		3,000.00
Single Sign Supports	All Req.		3,500.00
Double Sign Supports	All Req.		4,000.00

Structure Mounts	All Req.		$ [illegible]
Wood Sign Posts	All Req.		2,5[illegible].00
Type "A" & "B" Signs in Place	3,763 sq.ft.	$ 6.6[illegible]	24,835.8[illegible]
Type "C", "D" & "R" Signs in Place	1,[illegible]72 sq.ft.	3.4[illegible]	3,044.8[illegible]
Type "E", "F" & "G" Signs in Place	389 sq.ft.	3.5[illegible]	1,361.5[illegible]
Type "P" Signs in Place	3[illegible] sq.ft.	6.[illegible]	18[illegible].00
			$2,6[illegible]88,552.60
Flagging (57½% of Contractor's Cost)	All Req.		$ 12,[illegible]
Salvage and Stockpile Guide Posts	All Req.		[illegible]
Remove & Reinstall Water Pipe	All Req.		[illegible]
			$ 12,4[illegible]
	Subtotal		$2,7[illegible],952.60
	1[illegible]% Engr. & [illegible]ont.		27[illegible],994.4[illegible]
	Total		$2,971,[illegible]47.[illegible]

Type Code X[illegible]8
Box Culvert (Sta. 202[illegible] 13.58 to Sta. 2[illegible]2 34.42) (Contract 6358)

Drainage Excavation, Unclassified	125 cu.yd.	$ 2.5[illegible]	$ 312.5[illegible]
Class "A" Concrete in Box Culverts	31[illegible] cu.yd.	[illegible]	18,[illegible]
Metal Reinforcement in Box Culverts	51,5[illegible] lb.	.13	[illegible]
			$ 25,[illegible]7.5[illegible]

Type Code X221
Lykton-Sutherlin Hwy. C'xing (Widening) (Br. #7505A) (Sta. 17[illegible] [illegible].39 to Sta. 1797 [illegible].39) (Contract 6358)

Remodel Structures and Provide for Traffic	All Req. (5[illegible]%)		$ 4,7[illegible]
Shoring, Cribbing, etc.	All Req.		1,85[illegible].[illegible]
Structural Excavation	7[illegible] cu.yd.	$ 7.[illegible]	49[illegible].[illegible]
Structural Excavation Below Elevation Shown	1[illegible] cu.yd.	15.[illegible]	15[illegible].[illegible]
Furnish 10" BP 42# Steel Piling	8[illegible] lin.ft.	4.4[illegible]	35[illegible].[illegible]
Drive Steel Piles	4 only	85.[illegible]	34[illegible].[illegible]
Splice Steel Piles	1 only	4[illegible].[illegible]	4[illegible].[illegible]
Class "A" Concrete (122 cu.yds.)	All Req.		9,394.[illegible]
Metal Reinforcement (36,7[illegible]0 lbs.)	All Req.		4,2[illegible].[illegible]
8-inch Metal Drain Pipe	8[illegible] lin.ft.	3.5[illegible]	[illegible]
			$ 21,7[illegible].[illegible]

Type Code X[illegible]2[illegible]
Sutherlin Creek Bridge (Br. #928[illegible]) (Sta. "L[illegible]" 18[illegible]8 15.19) (Sta. "[illegible]" 180[illegible]-[illegible] to Sta. "CD" 18[illegible]1 89) (Contract 6358)

Furnish 14-inch Prestressed Piling	3[illegible] lin.ft.	$ 5.[illegible]	$ 1,5[illegible].[illegible]

Furnish 1[illegible]" BP 42# Steel Piling	260 lin.ft.	$ 4.4[illegible]	$ 1,144.00
Drive Prestressed Piles	12 only	12[illegible].00	1,44[illegible].00
Drive Steel Piles	8 only	85.00	68[illegible].00
Splice Steel Piles	2 only	4[illegible].00	8[illegible].00
Class "A" Concrete (175 cu.yds.)	All Req.		11,2[illegible].00
Metal Reinforcement (4[illegible],000 lbs.)	All Req.		4,17[illegible].00
8-inch Metal Drain Pipe	6[illegible] lin.ft.	3.5[illegible]	21[illegible].00
			$ 2[illegible],424.00

Type Code X281
Deady Interchange U'xing (Br. #[illegible]285) (Sta. "La" 18[illegible]69 3[illegible].91) (Contract 6358)

Remove Existing Deady U'xing	All Req.		$ 12,5[illegible].00
Shoring, Cribbing, etc.	All Req.		2,85[illegible].00
Structural Excavation	8[illegible] cu.yd.	$ 6.[illegible]	48[illegible].00
Structural Excavation Below Elevation Shown	1[illegible] cu.yd.	6.[illegible]	[illegible].00
Furnish 1[illegible]" BP 42# Steel Piling	1,275 lin.ft.	4.25	5,418.75
Drive Steel Piles	3[illegible] only	7[illegible].00	2,1[illegible].00
Splice Steel Piles	8 only	4[illegible].00	32[illegible].00
Class "A" Concrete (295 cu.yds.)	All Req.		2[illegible],65[illegible].00
50' to 55' Type III Prestressed Beams	4 only	1,[illegible]05.00	4,2[illegible].00
55' to 60' Type III Prestressed Beams	4 only	1,15[illegible].00	4,6[illegible].00
85' to 90' Type IV Prestressed Beams	4 only	2,[illegible]0[illegible].00	8,04[illegible].00
Metal Reinforcement (59,2[illegible]0 lbs.)	All Req.		6,25[illegible].00
Preparation of Slopes	35[illegible] sq.yd.	2.[illegible]	7[illegible].00
Concrete Slab Riprap	35[illegible] sq.yd.	8.[illegible]	2,8[illegible].00
8-inch Metal Drain Pipe	2[illegible]0 lin.ft.	3.5[illegible]	77[illegible].00
			$ 72,3[illegible]8.75

Type Code I22[illegible]
Rogers Road [illegible]'xing (Sta. "LS" 19[illegible]8 28.53 to Sta. "LS" 19[illegible]6 48.53) (Contract 6358)

Bridge #7 27-A			
Shoring, Cribbing, Etc.	All Req.		$ 2,2[illegible].00
Structural Excavation	22[illegible] cu.yd.	$ 5.[illegible]	1,1[illegible].00
Structural Excavation Below Elevation Shown	2[illegible] cu.yd.	15.[illegible]	3[illegible].
Class "A" Concrete (375 cu.yds.)	All Req.		23,5[illegible].00
Metal Reinforcement (82,8[illegible]0 lbs.)	All Req.		9,5[illegible].00
8-inch Metal Drain Pipe	1[illegible] lin.ft.	3.5[illegible]	35[illegible].00
Bridge #7 27-B (Widening)			
Remodel Structure and Provide for Traffic	All Req. (25%)		2,35[illegible].00
Shoring, Cribbing, etc.	All Req.		[illegible]
Structural Excavation	3[illegible] cu.yd.	5.[illegible]	15[illegible].00
Structural Excavation Below Elevation Shown	5 cu.yd.	15.[illegible]	75.[illegible]

Class "A" Concrete (45 cu.yds.)	All Req.		$ 3,6[illegible]
Metal Reinforcement (9,9[illegible] lbs.)	All Req.		1,[illegible]25.
8-inch Metal Drain Pipe	4[illegible] lin.ft.	$ 3.5	14[illegible]
			$ 45,[illegible]

Type Code X22[illegible]
N. Wilbur [illegible]ing (Sta. "L" 2 34 22 to [illegible]ta. "L8" 2 35 37) (Contract [illegible]358)

Bridge #7 29A

Shoring, Cribbing, Etc.	All Req.		$ [illegible].5
Structural Excavation	2[illegible] cu.yd.	$ 5.[illegible]	1,[illegible]
Structural Excavation Below Elevation Shown	2[illegible] cu.yd.	5.[illegible]	1[illegible]
Furnish 1[illegible]" BP 42# Steel Piling	1,835 lin.ft.	4.15	7,[illegible]15.5
Drive Steel Piles	4[illegible] only	7[illegible]	3,[illegible]2[illegible]
Splice Steel Piles	1 only	4[illegible]	4[illegible]
Class "A" Concrete (389 cu.yds.)	All Req.		24,3[illegible]
Metal Reinforcement (82,5[illegible] lbs.)	All Req.		[illegible], 5[illegible]
8-inch Metal Drain Pipe	5 lin.ft.	3.5	175.

Bridge #7 29B (Widening)

Remodel Structures and Provide for Traffic	All Req. (25%)		2,35[illegible]
Shoring, Cribbing, etc.	All Req.		75[illegible]
Structural Excavation	4[illegible] cu.yd.	5.[illegible]	4[illegible]
Structural Excavation Below Elevation Shown	1 cu.yd.	5.[illegible]	5
Furnish 1[illegible]" BP 42 # Steel Piling	42[illegible] lin.ft.	4.[illegible]5	1,785[illegible]
Drive Steel Piles	12 only	7[illegible]	84[illegible]
Splice Steel Piles	3 only	4[illegible]	1[illegible]
Class "A" Concrete (58 cu.yds.)	All Req.		4,4[illegible]
Metal Reinforcement (15,6[illegible]0 lbs.)	All Req.		2,[illegible]
8-inch Metal Drain Pipe	4[illegible] lin.ft.	3.5	14[illegible]
			$ 5[illegible],[illegible]5.25

Type Code X421
Sutherlin Creek Bridge (Br. #7 28A) (Sta. "L" 2 [illegible]1 [illegible]8 to Sta. [illegible] 64 58) (Contract 0358)

Shoring, Cribbing, Etc.	All Req.		$ 8,7[illegible].30
Structural Excavation	4[illegible] cu.yd.	$ 5.[illegible]	2,[illegible]
Structural Excavation Below Elevation Shown	4 cu.yd.	15.[illegible]	[illegible].30
Furnish 1[illegible]" BP 42# Steel Piling	[illegible]2[illegible] lin.ft.	4.[illegible]5	[illegible],035.[illegible]
Drive Steel Piles	22 only	7[illegible]	1,5[illegible]
Splice Steel Piles	5 only	4[illegible]	[illegible]
Class "A" Concrete (653 cu.yds.)	All Req.		46,35[illegible]
Metal Reinforcement (194,[illegible] lbs.)	All Req.		21,87[illegible]
8-inch Metal Drain Pipe	3[illegible] lin.ft.	3.5	1 5[illegible]
			$ 84,[illegible]

Type Code X521
Wilbur C'xing SPRR (Br. #7.31A) (Sta. "Ls" 2114+94 to Sta. 2118+..) (Cont. 0358)

Shoring, Cribbing, etc.	All Req.		$ 11,25..00
Structural Excavation	48.. cu.yd.	$ 6.5.	3,12..00
Structural Excavation Below Elevation Shown	5.. cu.yd.	1..00	5...00
Furnish 12" BP 42# Steel Piling	1,2.. lin.ft.	4.25	5,1..00
Drive Steel Piles	4.. only	67..00	2,68..00
Splice Steel Piles	1.. only	4..00	4..00
Class "A" Concrete (785 cu.yds.)	All Req.		56,5..00
Metal Reinforcement (218,0.. lbs.)	All Req.		23,9..00
8-inch Metal Drain Pipe	11.. lin.ft.	3.5.	385.00
6-inch Standard Steel Pipe	4.. lin.ft.	12..00	48..00
			$ 14,315..00
Utilities			
Work by Southern Pacific Co.	All Req.		$ 3,..81..00
Work by Western Union Tel. Co.	All Req.		3,653.00
			$ 6,734..00
	Subtotal		$ 44..,3..5.00
	1 % Engr. & Cont.		44..35.50
	Total		$ 484,3..5.50

Length of Roadway - - - - - - - 7.517 Miles
Length of 6 Structures - - - ..175 Mile
Total Length- - - - - - - - - - 7.692 Miles
Cost of Roadway Per Mile- - - $3..5,..43.71

SUMMARY OF COSTS

Description	Total Cost	Federal Funds	State Funds
Roadway	$2,971,..7.00	$2,733,...00	$238,..7.00
Structures	484,3..00	445,...00	39,3..00
	$3,455,443.00	$3,178,...00	$277,443.00

State Funds for Const.: Chap. 175, Laws 1947; Chap. 31, Laws 192.; Chap. 52., Laws 1939.
State Fund for Maint.: Chap. 529, Laws 193..

Work Retained in PE & R Status

Description	Total Cost	Federal Funds	State Funds
Work by Pacific N.W. Bell Tel. Co.	$1,1..00	$1,...00	$1...00
Work by Pacific Power & Light Co.	2,2...00	2,...00	2...00
	$3,3..00	$3,...00	$3...00

SUTHERLIN JCT.-WINCHESTER SECTION

PROJECT NO. I-5-3(56)130

Estimated cost of work by the Southern Pacific Company.

Communications Work	$ 992.00
Signal Work	1,375.00
Install and Remove Tell-Tales	700.00
Equipment Rental	108.00
Freight	55.00
Material Handling	88.00
Vacation Allowance	65.00
Holiday Pay	26.00
Health and Welfare	20.00
R.R. Ret. & Unemployment Taxes	246.00
PL, PD, WC Insurance	91.00
Accounting and Billing	190.00
Contingencies	395.00
Salvage Credit	-1,270.00 Cr.
	$3,081.00

Estimated cost of work by the Western Union Tel. Co.

Labor	$2,657.00
Material	837.00
Equipment	304.00
Contingencies	45.00
Salvage Credit	- 190.00 Cr.
	$3,653.00

Oregon State Highway Department

Federal Aid
Project No. I-5-3(56)130

SUTHERLIN JUNCTION-WINCHESTER SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 6, 1963

Type Code 6201
Roadway (Sta. 1775+00 to Sta. 2284+50)

Clearing and Grubbing	All Required			$ 30,000.00
Drainage Excavation, Unclassified	7,475	cu.yds.	$ 3.00	22,425.00
General Excavation, Unclassified	1,429,500	cu.yds.	0.66	943,470.00
Short Overhaul	5,888,000	yd.sta.	0.01	58,880.00
Long Overhaul	312,000	C-yd.sta.	0.40	124,800.00
Finishing and Placing Topsoil	20,800	cu.yds.	2.50	52,000.00
Finishing Roadbed and Slopes	All Required			10,000.00
Rounding Cutbanks	12,700	lin.ft.	0.20	2,540.00
Seeding	90	Acres	100.00	9,000.00
Mulching	90	Acres	150.00	13,500.00
Grass Seed, Creeping Red Fescue	1,170	lbs.	0.60	702.00
Grass Seed, Chewings Fescue	810	lbs.	0.60	486.00
Grass Seed, Perennial Ryegrass	450	lbs.	0.25	112.50
Dutch White Clover	270	lbs.	1.00	270.00
Inorganic Fertilizer, 10-16-8	360	cwt.	5.00	1,800.00
12-inch Culvert Pipe	470	lin.ft.	3.25	1,527.50
15-inch Culvert Pipe	1,730	lin.ft.	3.50	6,055.00
18-inch Culvert Pipe	2,100	lin.ft.	5.00	10,500.00
24-inch Culvert Pipe	70	lin.ft.	8.00	560.00
36-inch Culvert Pipe	300	lin.ft.	14.00	4,200.00
12-inch Concrete Pipe	210	lin.ft.	2.75	577.50
18-inch Concrete Pipe	1,560	lin.ft.	4.75	7,410.00
24-inch Concrete Pipe	160	lin.ft.	7.50	1,200.00
36-inch Concrete Pipe	320	lin.ft.	13.00	4,160.00
18-inch Corrugated Metal Pipe	80	lin.ft.	5.00	400.00
36-inch Corrugated Metal Pipe	50	lin.ft.	14.00	700.00
60-inch Corrugated Metal Pipe	400	lin.ft.	32.00	12,800.00
72-inch Corrugated Metal Pipe	410	lin.ft.	40.00	16,400.00
Extra for Pipe under Pavement	280	lin.ft.	5.00	1,400.00
Salvage & Reinstall Culvert Pipe	700	lin.ft.	4.00	2,800.00
8-inch Drain Pipe (Rigid Type or Uncoated Metal	320	lin.ft.	2.50	800.00
6-inch Perf. Drain Pipe (Rigid Type or Uncoated Metal)	9,200	lin.ft.	2.00	18,400.00
8-inch Perf. Drain Pipe (Rigid Type or Uncoated Metal)	2,870	lin.ft.	2.50	7,175.00
Special Backfill in Drains	740	cu.yds.	6.00	4,440.00
15-inch Culvert End Sections	24	only	37.50	900.00
18-inch Culvert End Sections	60	only	45.00	2,700.00

24-inch Culvert End Sections	6 only	$ 55.00	$ 330.00
36-inch Culvert End Sections	2 only	135.00	270.00
36-inch Metal Tide Gate	2 only	375.00	750.00
Salvage & Reinstall Median Barrier	4,000 lin.ft.	2.50	10,000.00
Salvage & Stockpile Guard Rail	1,200 lin.ft.	1.50	1,800.00
Metal Guard Rail	31,800 lin.ft.	2.50	79,500.00
Metal Median Barrier	21,000 lin.ft.	3.75	78,750.00
Rail End Pieces	120 only	5.00	600.00
Guide Posts, W-1	470 only	7.00	3,290.00
Guide Posts, Y-2	290 only	7.50	2,175.00
Guide Posts, Y-3	8 only	8.50	68.00
Type 2 Fence	3,100 rods	7.50	23,250.00
Type 3 Fence	15 rods	20.00	300.00
Salvage & Reinstall Type 2 Fence	55 rods	5.00	275.00
Salvage & Reinstall Type 3 Fence	470 rods	12.00	5,640.00
Concrete Inlets, Type D	6 only	100.00	600.00
Concrete Inlets, Type D-Modified	3 only	100.00	800.00
Concrete Inlets, Type G	4 only	85.00	340.00
Concrete Inlets, Type G-2	1 only	115.00	115.00
Concrete Manholes	1 only	300.00	300.00
Adjustment of Manholes	1 only	100.00	100.00
Adjustment of Inlets	1 only	50.00	50.00
Class "A" Concrete in Box Culverts	30 cu.yds.	65.00	1,950.00
Metal Reinforcement in Box Culverts	4,500 lbs.	0.16	720.00
3/4" - 0 Material in Base	31,000 tons	2.35	72,850.00
Material in Subbase	331,600 tons	2.00	663,200.00
Sprinkling	9,100 M-gals.	3.00	27,300.00
Plant Mix Bituminous Base	20,500 tons	4.00	82,000.00
Asphalt in Bituminous Base	870 tons	34.00	29,580.00
Cement Treated Base	25,700 tons	3.00	77,100.00
Portland Cement	1,160 tons	35.00	40,600.00
RS-1 Asphalt	90 tons	55.00	4,950.00
3/4" - 0 Material in Binder Course	170 cu.yds.	4.50	765.00
Furnishing and Placing Aggregates	650 cu.yds.	5.00	3,250.00
RC-250 Asphalt	25 tons	48.00	1,200.00
120-150 Asphalt	50 tons	46.00	2,300.00
Asphaltic Concrete Mixture	89,900 tons	4.25	382,075.00
Asphalt in Mixture	4,940 tons	34.00	167,960.00
Extra for Paving Approaches	15 only	30.00	450.00
Asphaltic Concrete Traffic Markers, Type L	840 lin.ft.	1.00	840.00
Roadway Illumination Removal & Trunk Scale Sign Relocation Complete	All Required		5,200.00
Removal of Existing Sign Installations	All Required		500.00
Furnish 8 BP 36 Steel Piling	593 lin.ft.	5.10	3,024.30
Drive Steel Piles	42 only	75.00	3,150.00
Sign Support Footings	All Required		1,120.00
Metal Sign Posts	All Required		3,000.00
Single Sign Supports	All Required		3,700.00
Double Sign Supports	All Required		3,500.00

Structure Mounts	All Required			$ 70.00
Wood Sign Posts	All Required			2,020.00
Type "A" & "B" Signs in Place	3,763 sq.ft.	$	6.70	25,212.10
Type "C", "D" & "E" Signs in Place	1,072 sq.ft.		3.65	3,912.80
Type "G", "P" & "Q" Signs in Place	389 sq.ft.		4.05	1,575.45
Type "P" Signs in Place	30 sq.ft.		6.25	187.50
				$3,199,655.65
Flagging (57½% of Contractor's Cost)	All Required			12,000.00
Paint Traffic Markers	All Required			400.00
Salvage and Stockpile Guide Posts	All Required			200.00
Remove and Reinstall Water Pipe	All Required			200.00
				$ 12,800.00
Utilities				
Work by Pacific N.W. Bell Tel. Co.	All Required			$ 1,000.00
Work by Pacific Power & Light Co.	All Required			2,000.00
				$ 3,000.00
	Subtotal			$3,215,455.65
	10% Engr. & Cont.			321,545.35
	Total			$3,537,001.00

Type Code X028
Box Culvert (Sta. 2020+13.58 to Sta. 2020+34.42)

Drainage Excavation, Unclassified	125 cu.yds.	$	3.00	$ 375.00
Class "A" Concrete in Box Culverts	310 cu.yds.		65.00	20,150.00
Metal Reinforcement in Box Culverts	51,500 lbs.		0.16	8,240.00
				$ 28,765.00

Type Code X221
Felton-Sutherlin Hwy. O'xing (Widening)(Br. #7565A)(Sta. 1796+00.39 to Sta. 1797+00.39)

Remodel Structures & Provide for Traffic	All Required (50%)			$ 7,500.00
Shoring, Cribbing, etc.	All Required			1,000.00
Structural Excavation	70 cu.yds.	$	8.00	560.00
Structural Excavation Below Elevation Shown	10 cu.yds.		10.00	100.00
Furnish 10 BP 42 Steel Piling	80 lin.ft.		5.00	400.00
Drive Steel Piles	4 only		100.00	400.00
Splice Steel Piles	1 only		45.00	45.00
Class "A" Concrete (122 cu.yds $85.00)	All Required			10,370.00
Metal Reinforcement (36,700 lbs. $0.13)	All Required			4,771.00
8-inch Metal Drain Pipe	80 lin.ft.		4.00	320.00
				$ 25,466.00

Type Code X020
Sutherlin Creek Bridge (Br. #9286)(Sta. "LS" 186+15.19)(Sta. "CD" 1861+10 to Sta. "CD" 1861+89)

Furnish 14-inch Prestressed Piling	300 lin.ft.	$ 5.00	$	1,500.00
Furnish 10 BP 42 Steel Piling	260 lin.ft.	5.00		1,300.00
Drive Prestressed Piles	12 only	100.00		1,200.00
Drive Steel Piles	8 only	70.00		560.00
Splice Steel Piles	2 only	45.00		90.00
Class "A" Concrete (175 cu.yds. $80.00)	All Required			14,000.00
Metal Reinforcement (40,000 lbs. $0.13)	All Required			5,200.00
8-inch Metal Drain Pipe	60 lin.ft.	4.00		240.00
			$	24,090.00

Type Code X281
Deady Interchange U'xing (Br. #9285)(Sta. "LS" 1869+30.91)

Remove Existing Deady U'xing	All Required		$	7,000.00
Shoring, Cribbing, etc.	All Required			1,000.00
Structural Excavation	80 cu.yds.	$ 8.00		640.00
Structural Excavation Below Elevation Shown	10 cu.yds.	10.00		100.00
Furnish 10 BP 42 Steel Piling	1,275 lin.ft.	5.00		6,375.00
Drive Steel Piles	30 only	70.00		2,100.00
Splice Steel Piles	8 only	35.00		280.00
Class "A" Concrete (295 cu.yds. $80.00)	All Required			23,600.00
50' to 55' Type III Prestressed Beams	4 only	875.00		3,500.00
55' to 60' Type III Prestressed Beams	4 only	975.00		3,900.00
85' to 90' Type IV Prestressed Beams	4 only	2,200.00		8,800.00
Metal Reinforcement (59,200 lbs. $0.13)	All Required			7,696.00
Preparation of Slopes	350 sq.yds.	1.00		350.00
Concrete Slab Riprap	350 sq.yds.	8.00		2,800.00
8-inch Metal Drain Pipe	220 lin.ft.	4.00		880.00
			$	69,021.00

Type Code X220
Rogers Road O'xing (Sta. "LS" 1968+28.53 to Sta. "LS" 1969+48.53)

Bridge #7627-A

Shoring, Cribbing, etc.	All Required		$	2,000.00
Structural Excavation	220 cu.yds.	$ 6.00		1,320.00
Structural Excavation Below Elevation Shown	20 cu.yds.	10.00		200.00
Class "A" Concrete (375 cu.yds. $75.00)	All Required			28,125.00
Metal Reinforcement (82,800 lbs. $0.13)	All Required			10,764.00
8-inch Metal Drain Pipe	100 lin.ft.	4.00		400.00

Bridge #7627-B (Widening)

Remodel Structure and Provide for Traffic	All Required (25%)		$	3,750.00
Shoring, Cribbing, etc.	All Required			1,000.00
Structural Excavation	30 cu.yds.	$ 10.00		300.00

Structural Excavation Below Elevation Shown	5 cu.yds.	$ 10.00	$ 50.00
Class "A" Concrete (45 cu.yds. $100.00)	All Required		4,500.00
Metal Reinforcement (9,900 lbs. $0.15)	All Required		1,485.00
8-inch Metal Drain Pipe	40 lin.ft.	4.00	160.00
			$ 54,054.00

Type Code X220
N. Wilbur O'xing (Sta. "LS" 2034+22 to Sta. "LS" 2035+37)

Bridge #7629-A

Shoring, Cribbing, etc.	All Required		$ 1,000.00
Structural Excavation	200 cu.yds.	$ 5.00	1,000.00
Structural Excavation Below Elevation Shown	20 cu.yds.	5.00	100.00
Furnish 10 BP 42 Steel Piling	1,835 lin.ft.	5.00	9,175.00
Drive Steel Piles	46 only	60.00	2,760.00
Splice Steel Piles	10 only	40.00	400.00
Class "A" Concrete (389 cu.yds. $75.00)	All Required		29,175.00
Metal Reinforcement (82,500 lbs. $0.13)	All Required		10,725.00
8-inch Metal Drain Pipe	50 lin.ft.	4.00	200.00

Bridge #7629-B (Widening)

Remodel Structures and Provide for Traffic	All Required (25%)		$ 3,750.00
Shoring, Cribbing, etc.	All Required		500.00
Structural Excavation	40 cu.yds.	$ 10.00	400.00
Structural Excavation Below Elevation Shown	10 cu.yds.	5.00	50.00
Furnish 10 BP 42 Steel Piles	420 lin.ft.	5.00	2,100.00
Drive Steel Piles	12 only	75.00	900.00
Splice Steel Piles	3 only	40.00	120.00
Class "A" Concrete (58 cu.yds. $85.00)	All Required		4,930.00
Metal Reinforcement (15,600 lbs. $0.15)	All Required		2,340.00
8-inch Metal Drain Pipe	40 lin.ft.	4.00	160.00
			$ 69,785.00

Type Code X421
Sutherlin Creek Bridge (Br. #7628A)(Sta. "LS" 2061+98 to Sta. 2064+58)

Shoring, Cribbing, etc.	All Required		$ 5,000.00
Structural Excavation	400 cu.yds.	$ 6.00	2,400.00
Structural Excavation Below Elevation Shown	40 cu.yds.	8.00	320.00
Furnish 10 BP 42 Steel Piling	620 lin.ft.	5.00	3,100.00
Drive Steel Piles	22 only	65.00	1,430.00
Splice Steel Piles	5 only	40.00	200.00
Class "A" Concrete (653 cu.yds. $75.00)	All Required		48,975.00
Metal Reinforcement (194,600 lbs. $0.13)	All Required		25,298.00
8-inch Metal Drain Pipe	30 lin.ft.	4.00	120.00
			$ 86,843.00

Type Code X521
Wilbur O'ding S.P.R.R. (Br. #7631A)(Sta. "LS" 2114/94 to Sta. 2118/02)

Shoring, Cribbing, etc.	All Required		$ 3,000.00
Structural Excavation	480 cu.yds.	$ 6.00	2,880.00
Structural Excavation Below Elevation Shown	50 cu.yds.	10.00	500.00
Furnish 10 BP 42 Steel Piling	1,200 lin.ft.	5.00	6,000.00
Drive Steel Piles	40 only	60.00	2,400.00
Splice Steel Piles	10 only	40.00	400.00
Class "A" Concrete (785 cu.yds. $80.00)	All Required		62,800.00
Metal Reinforcement (218,000 lbs. $0.13)	All Required		28,340.00
8-inch Metal Drain Pipe	110 lin.ft.	4.00	440.00
6-inch Standard Steel Pipe	40 lin.ft.	12.00	480.00
			$ 107,240.00

Utilities

Work by Southern Pacific Co.	All Required		$ 3,081.00
Work by Western Union Tel. Co.	All Required		2,000.00
			$ 5,081.00
	Subtotal		$ 470,345.00
	10% Engr. & Cont.		47,034.00
	Total		$ 517,379.00

Length of Roadway	7.517 Miles
Length of 8 Structures.	0.175 Mile
Total Length	7.692 Miles
Cost of Roadway Per Mile.	$470,533.59

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,537,001.00	$3,254,000.00	$ 283,001.00
Structures	517,379.00	475,000.00	42,379.00
	$4,054,380.00	$3,729,000.00	$ 325,380.00

SUTHERLIN JCT.-WINCHESTER SECTION

PROJECT NO. I-5-3(56)130

Estimated cost of work by the Southern Pacific Company

Communications Work	$ 992.00	
Signal Work	1,375.00	
Install and Remove Tell-tales	700.00	
Equipment Rental	108.00	
Freight	55.00	
Material Handling	88.00	
Vacation Allowance	65.00	
Holiday Pay	26.00	
Health and Welfare	20.00	
R.R. Ret. and Unemployment Taxes	246.00	
PL, PD, WC Ins.	91.00	
Accounting and Billing	190.00	
Contingencies	395.00	
Salvage Credit	-1,270.00	Credit
	$3,081.00	

SUTHERLIN JCT.-WINCHESTER SECTION

PROJECT NO. I-5-3(56)130

Prestressed Beam Quantities

50'-55' Beams Type III

Overhead			$ 100.00
Class "AA" Concrete	7.94 cu.yds.	$57.80	458.93
Metal Reinforcement	693 lbs.	0.12	83.16
Prestress Steel	606 lbs.	0.40	242.40
			$ 884.49

55'-60' Beams Type III

Overhead			$ 100.00
Class "AA" Concrete	8.66 cu.yds.	$57.80	500.55
Metal Reinforcement	732 lbs.	0.12	87.84
Prestress Steel	724 lbs.	0.40	289.60
			$ 977.99

85'-90' Beams Type IV

Overhead			$ 125.00
Class "AA" Concrete	18.88 cu.yds.	$57.80	1,091.26
Metal Reinforcement	1,291 lbs.	0.12	154.92
Prestress Steel	2,100 lbs.	0.40	840.00
			$2,211.18

Oregon State Highway Department

Federal Aid
Project No. I-5-3(56)130

SUTHERLIN JUNCTION-WINCHESTER SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 23, 1963

Type Code 6201
Roadway (Sta. 1775+00 to Sta. 2284+50)

Clearing and Grubbing	All Required			$ 30,000.00
Drainage Excavation, Unclassified	7,475 cu.yds.	$	3.00	22,425.00
General Excavation, Unclassified	1,429,500 cu.yds.		0.66	943,470.00
Short Overhaul	5,888,000 yd. sta.		0.01	58,880.00
Long Overhaul	312,000 C-yd.sta.		0.40	124,800.00
Furnishing and Placing Topsoil	20,800 cu.yds.		2.50	52,000.00
Finishing Roadbed and Slopes	All Required			10,000.00
Rounding Cutbanks	12,700 lin. ft.		0.20	2,540.00
Seeding	90 acres		100.00	9,000.00
Mulching	90 acres		150.00	13,500.00
Grass Seed, Creeping Red Fescue	1,170 lbs.		0.60	702.00
Grass Seed, Chewings Fescue	810 lbs.		0.60	486.00
Grass Seed, Perennial Ryegrass	450 lbs.		0.25	112.50
Dutch White Clover	270 lbs.		1.00	270.00
Inorganic Fertilizer, 10-16-8	360 cwt.		5.00	1,800.00
12-inch Culvert Pipe	470 lin.ft.		3.25	1,527.50
15-inch Culvert Pipe	1,730 lin.ft.		3.50	6,055.00
18-inch Culvert Pipe	2,100 lin.ft.		5.00	10,500.00
24-inch Culvert Pipe	70 lin.ft.		8.00	560.00
36-inch Culvert Pipe	300 lin.ft.		14.00	4,200.00
12-inch Concrete Pipe	210 lin.ft.		2.75	577.50
18-inch Concrete Pipe	1,560 lin.ft.		4.75	7,410.00
24-inch Concrete Pipe	160 lin.ft.		7.50	1,200.00
36-inch Concrete Pipe	320 lin.ft.		13.00	4,160.00
18-inch Corrugated Metal Pipe	80 lin.ft.		5.00	400.00
36-inch Corrugated Metal Pipe	50 lin.ft.		14.00	700.00
60-inch Corrugated Metal Pipe	400 lin.ft.		32.00	12,800.00
72-inch Corrugated Metal Pipe	410 lin.ft.		40.00	16,400.00
Extra for Pipe Under Pavement	280 lin.ft.		5.00	1,400.00
Salvage and Reinstall Culvert Pipe	700 lin.ft.		4.00	2,800.00
8-inch Drain Pipe (Rigid Type or Uncoated Metal)	320 lin.ft.		2.50	800.00
6-inch Perf. Drain Pipe(Rigid Type or Uncoated Metal)	9,200 lin.ft.		2.00	18,400.00
8-inch Perf. Drain Pipe(Rigid Type or Uncoated Metal)	2,870 lin.ft.		2.50	7,175.00
Special Backfill in Drains	740 cu.yds.		6.00	4,440.00

15-inch Culvert End Sections	24	only	$ 37.50	$ 900.00
18-inch Culvert End Sections	60	only	45.00	2,700.00
24-inch Culvert End Sections	6	only	55.00	330.00
36-inch Culvert End Sections	2	only	135.00	270.00
36-inch Metal Tide Gate	2	only	375.00	750.00
Salvage & Reinstall Median Barrier	4,000	lin.ft.	2.50	10,000.00
Salvage & Stockpile Guard Rail	1,200	lin.ft.	1.50	1,800.00
Metal Guard Rail	31,800	lin.ft.	2.50	79,500.00
Metal Median Barrier	21,000	lin.ft.	3.75	78,750.00
Rail End Pieces	120	only	5.00	600.00
Guide Posts, W-1	470	only	7.00	3,290.00
Guide Posts, Y-2	290	only	7.50	2,175.00
Guide Posts, Y-3	8	only	8.50	68.00
Type 2 Fence	3,100	rods	7.50	23,250.00
Type 3 Fence	15	rods	20.00	300.00
Salvage and Reinstall Type 2 Fence	55	rods	5.00	275.00
Salvage and Reinstall Type 3 Fence	470	rods	12.00	5,640.00
Concrete Inlets, Type D	6	only	100.00	600.00
Concrete Inlets, Type D-Modified	8	only	100.00	800.00
Concrete Inlets, Type G	4	only	85.00	340.00
Concrete Inlets, Type G-2	1	only	115.00	115.00
Concrete Manholes	1	only	300.00	300.00
Adjustment of Manholes	1	only	100.00	100.00
Adjustment of Inlets	1	only	50.00	50.00
Class "A" Concrete in Box Culverts	30	cu.yds.	65.00	1,950.00
Metal Reinforcement in Box Culverts	4,500	lbs.	0.16	720.00
3/4" - 0 Material in Base	31,000	tons	2.35	72,850.00
Material in Subbase	331,600	tons	2.00	663,200.00
Sprinkling	9,100	M-gal.	3.00	27,300.00
Plant Mix Bituminous Base	20,500	tons	4.00	82,000.00
Asphalt in Bituminous Base	870	tons	34.00	29,580.00
Cement Treated Base	25,700	tons	3.00	77,100.00
Portland Cement	1,160	tons	35.00	40,600.00
RS-1 Asphalt	90	tons	55.00	4,950.00
3/4" - 0 Material in Binder Course	170	cu.yds.	4.50	765.00
Furnishing and Placing Aggregates	650	cu.yds.	5.00	3,250.00
MC-250 Asphalt	25	tons	48.00	1,200.00
120-150 Asphalt	50	tons	46.00	2,300.00
Asphaltic Concrete Mixture	89,900	tons	4.25	382,075.00
Asphalt in Mixture	4,940	tons	34.00	167,960.00
Extra for Paving Approaches	15	only	30.00	450.00
Asphaltic Concrete Traffic Markers, Type L	840	lin.ft.	1.00	840.00
Roadway Illumination Removal and Truck Scale Sign Relocation Complete	All	Required		5,200.00
Removal of Existing Sign Installations	All	Required		500.00
Furnish & HP 36 Steel Piling	593	lin.ft.	5.10	3,024.30
Drive Steel Piles	42	only	75.00	3,150.00
Sign Support Footings	All	Required		1,120.00
Metal Sign Posts	All	Required		3,000.00
Single Sign Supports	All	Required		3,700.00

Double Sign Supports	All Required			$ 3,500.00
Structure Mounts	All Required			70.00
Wood Sign Posts	All Required			2,020.00
Type "A" and "B" Signs in Place	3,763 sq.ft.	$	6.70	25,212.10
Type "C", "D" and "E" Signs in Place	1,072 sq.ft.		3.65	3,912.80
Type "F", "F" and "G" Signs in Place	389 sq.ft.		4.05	1,575.45
Type "P" Signs in Place	30 sq.ft.		6.25	187.50
				$3,199,655.65
Flagging (57½% of Contractor's Cost)	All Required			12,000.00
Paint Traffic Markers	All Required			400.00
Salvage and Stockpile Guide Posts	All Required			200.00
Remove and Reinstall Water Pipe	All Required			200.00
				$ 12,800.00

Utilities

Work by Pacific N.W. Bell Telephone Co.	All Required			$ 1,000.00
Work by Pacific Power and Light Co.	All Required			2,000.00
				$ 3,000.00
	Subtotal			$3,215,455.65
	10% Engr. & Cont.			321,545.35
	Total			$3,537,001.00

Type Code X026
Box Culvert (Sta. 2020+13.58 to Sta. 2020+34.42)

Drainage Excavation, Unclassified	125 cu.yds.	$	3.00	$ 375.00
Class "A" Concrete in Box Culverts	310 cu.yds.		65.00	20,150.00
Metal Reinforcement in Box Culverts	51,500 lbs.		0.16	8,240.00
				$ 28,765.00

Type Code X221
Elkton-Sutherlin Hwy. O'xing (Widening)(Br. #7565A)(Sta. 1796+00.39 to Sta. 1797+00.39)

Remodel Structures and Provide for Traffic	All Required (50%)			$ 7,500.00
Shoring, Cribbing, etc.	All Required			1,000.00
Structural Excavation	70 cu.yds.	$	8.00	560.00
Structural Excavation Below Elevation Shown	10 cu.yds.		10.00	100.00
Furnish 10 BP 42 Steel Piling	80 lin.ft.		5.00	400.00
Drive Steel Piles	4 only		100.00	400.00
Splice Steel Piles	1 only		45.00	45.00

Class "A" Concrete (122 cu.yds. $85.00)	All Required			$ 10,370.00
Metal Reinforcement (36,700 lbs. $0.13)	All Required			4,771.00
8-inch Metal Drain Pipe	80 lin.ft.	$	4.00	320.00
				$ 25,466.00

Type Code X020
Sutherlin Creek Bridge (Br. #9286)(Sta. "LS" 1868+15.19)(Sta. "CD" 1861+10 to Sta. "CD" 1861+89)

Furnish 14-inch Prestressed Piling	300 lin.ft.	$	5.00	$ 1,500.00
Furnish 10 BP 42 Steel Piling	260 lin.ft.		5.00	1,300.00
Drive Prestressed Piles	12 only		100.00	1,200.00
Drive Steel Piles	8 only		70.00	560.00
Splice Steel Piles	2 only		45.00	90.00
Class "A" Concrete (175 cu.yds. $80.00)	All Required			14,000.00
Metal Reinforcement (40,000 lbs. $0.13)	All Required			5,200.00
8-inch Metal Drain Pipe	60 lin.ft.		4.00	240.00
				$ 24,090.00

Type Code X201
Deady Interchange U'xing (Br. #9285)(Sta. "LS" 1869+30.91)

Remove Existing Deady U'xing	All Required			$ 7,000.00
Shoring, Cribbing, etc.	All Required			1,000.00
Structural Excavation	80 cu.yds.	$	8.00	640.00
Structural Excavation Below Elevation Shown	10 cu.yds.		10.00	100.00
Furnish 10 BP 42 Steel Piling	1,275 lin.ft.		5.00	6,375.00
Drive Steel Piles	30 only		60.00	1,800.00
Splice Steel Piles	8 only		35.00	280.00
Class "A" Concrete (275 cu.yds. $80.00)	All Required			22,000.00
50' to 55' Type III Prestressed Beams	5 only		875.00	4,375.00
55' to 60' Type III Prestressed Beams	5 only		975.00	4,875.00
85' to 90' Type IV Prestressed Beams	4 only		2,200.00	8,800.00
Metal Reinforcement (59,200 lbs. $0.13)	All Required			7,696.00
Preparation of Slopes	350 sq.yds.		1.00	350.00
Concrete Slab Riprap	350 sq.yds.		8.00	2,800.00
8-inch Metal Drain Pipe	220 lin.ft.		4.00	880.00
				$ 68,971.00

Type Code X220
Rogers Road O'xing (Sta. "LS" 1968+28.53 to Sta. "LS" 1969+48.53)

Bridge #7627-A

Shoring, Cribbing, etc.	All Required			$ 2,000.00
Structural Excavation	220 cu.yds.	$	6.00	1,320.00
Structural Excavation Below Elevation Shown	20 cu.yds.		10.00	200.00
Class "A" Concrete (375 cu.yds $75.00)	All Required			28,125.00

Metal Reinforcement (82,800 lbs. $0.13)	All Required			$ 10,764.00
8-inch Metal Drain Pipe	100 lin.ft.	$	4.00	400.00
Bridge #7627-B (Widening)				
Remodel Structure & Provide for Traffic	All Required (25%)			$ 3,750.00
Shoring, Cribbing, etc.	All Required			1,000.00
Structural Excavation	30 cu.yds.	$	10.00	300.00
Structural Excavation Below Elevation Shown	5 cu.yds.		10.00	50.00
Class "A" Concrete (45 cu.yds. $100)	All Required			4,500.00
Metal Reinforcement (9,900 lbs. $0.15)	All Required			1,485.00
8-inch Metal Drain Pipe	40 lin.ft.		4.00	160.00
				$ 54,054.00

Type Code K220
E. Wilbur Olding (Sta. "LS" 2034+22 to Sta. "LS" 2035+37)

Bridge #7629-A				
Shoring, Cribbing, etc.	All Required			$ 1,000.00
Structural Excavation	200 cu.yds.	$	5.00	1,000.00
Structural Excavation Below Elevation Shown	20 cu.yds.		5.00	100.00
Furnish 10 BP 42 Steel Piling	1,835 lin.ft.		5.00	9,175.00
Drive Steel Piles	46 only		60.00	2,760.00
Splice Steel Piles	10 only		40.00	400.00
Class "A" Concrete (389 cu.yds. $75.00)	All Required			29,175.00
Metal Reinforcement (82,500 lbs. $0.13)	All Required			10,725.00
8-inch Metal Drain Pipe	50 lin.ft.		4.00	200.00
Bridge #7629-B (Widening)				
Remodel Structures and Provide for Traffic	All Required (25%)			$ 3,750.00
Shoring, Cribbing, etc.	All Required			500.00
Structural Excavation	40 cu.yds.	$	10.00	400.00
Structural Excavation Below Elevation Shown	10 cu.yds.		5.00	50.00
Furnish 10 BP 42 Steel Piles	420 linft.		5.00	2,100.00
Drive Steel Piles	12 only		75.00	900.00
Splice Steel Piles	3 only		40.00	120.00
Class "A" Concrete (58 cu.yds. $85.00)	All Required			4,930.00
Metal Reinforcement (15,600 lbs. $0.15)	All Required			2,340.00
8-inch Metal Drain Pipe	40 lin.ft.		4.00	160.00
				$ 69,785.00

Type Code K221
Sutherlin Creek Bridge (Br. #7628-A)(Sta. "LS" 2061+98 to Sta. 2064+58)

Shoring, Cribbing, etc.	All Required			$ 5,000.00
Structural Excavation	400 cu.yds.	$	6.00	2,400.00
Structural Excavation Below Elevation Shown	40 cu.yds.		8.00	320.00
Furnish 10 BP 42 Steel Piling	620 lin.ft.		5.00	3,100.00
Drive Steel Piles	22 only		65.00	1,430.00
Splice Steel Piles	5 only		40.00	200.00
Class "A" Concrete (653 cu.yds $75.00)	All Required			48,975.00
Metal Reinforcement (194,600 lbs. $0.13)	All Required			25,298.00
8-inch Metal Drain Pipe	30 lin.ft.		4.00	120.00
				$ 86,843.00

Type Code X521
Wilbur O'xing S.P.R.R. (Br. #7621A)(Sta. "L3" 2114/94 to Sta. 2118/02)

Shoring, Cribbing, etc.	All Required		$ 3,000.00
Structural Excavation	480 cu.yds.	$ 6.00	2,880.00
Structural Excavation Below Elevation Shown	50 cu.yds.	10.00	500.00
Furnish 10 BP 42 Steel Piling	1,200 lin.ft.	5.00	6,000.00
Drive Steel Piles	40 only	60.00	2,400.00
Splice Steel Piles	10 only	40.00	400.00
Class "A" Concrete (785 cu.yds.@80.00)	All Required		62,800.00
Metal Reinforcement (218,000 lbs. @0.13)	All Required		28,340.00
8-inch Metal Drain Pipe	110 lin.ft.	4.00	440.00
6-inch Standard Steel Pipe	40 lin.ft.	12.00	480.00
			$ 107,240.00

Utilities

Work by Southern Pacific Co.	All Required		$ 3,081.00
Work by Western Union Tel. Co.	All Required		2,000.00
			$ 5,081.00
	Subtotal		$ 470,295.00
	10% Engr. & Cont.		47,029.00
	Total		$ 517,324.00

Length of Roadway	7.517 Miles
Length of 8 Structures	0.175 Mile
Total Length	7.692 Miles
Cost of Roadway Per Mile	$470,533.59

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,537,001.00	$3,254,000.00	$ 283,001.00
Structures	517,324.00	475,000.00	42,324.00
	$4,054,325.00	$3,729,000.00	$ 325,325.00

SUTHERLIN JCT.-WINCHESTER SECTION

PROJECT NO. I-5-3(56)130

Estimated cost of work by the Southern Pacific Company

Communications Work	$ 992.00
Signal Work	1,375.00
Install & Remove Tell-Tales	700.00
Equipment Rental	108.00
Freight	55.00
Material Handling	88.00
Vacation Allowance	65.00
Holiday Pay	26.00
Health & Welfare	20.00
R.R. Ret. & Unemployment Taxes	246.00
PL, PD, WC Ins.	91.00
Accounting & Billing	190.00
Contingencies	395.00
Salvage Credit	-1,270.00 Credit
	$3,081.00

SUTHERLIN JCT.-WINCHESTER SECTION

PROJECT NO. I-5-3(56)139

Prestressed Beam Quantities

50' - 55' Beams Type III

Overhead			$ 100.00
Class "AA" Concrete	7.94 cu.yd.	$57.80	458.93
Metal Reinforcement	693 lbs.	0.12	83.16
Prestress Steel	606 lbs.	0.40	242.40
			$ 884.49

55' - 60' Beams Type III

Overhead			$ 100.00
Class "AA" Concrete	8.66 cu.yd.	$57.80	500.55
Metal Reinforcement	732 lbs.	0.12	87.84
Prestress Steel	724 lbs.	0.40	289.60
			$ 977.99

85' - 90' Beams Type IV

Overhead			$ 125.00
Class "AA" Concrete	18.88 cu.yd.	$57.80	1,091.26
Metal Reinforcement	1,291 lbs.	0.12	154.92
Prestress Steel	2,100 lbs.	0.40	840.00
			$2,211.18

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OCT 11 1968
FOR FILING

I-5-3(62)120
6358

October 10, 1968

General Insurance Company of America
Portland Service Office
520 S. W. 6th
Portland, Oregon 97204

Gentlemen:

A third post-final payment for $1,260 will be made to Roy L. Houck Sons' Corporation on Contract No. 6358 for grading, paving, structures, and signing on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County, as soon as the warrant is prepared.

The total amount paid on this contract will be $3,168,293.17 including the post-final payment. Of the total $212,772.54 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Roy L. Houck Sons' Corporation
1585 20th Street, N. E.
Salem, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
NOV 13 1968
FOR FILING

I-5-3(56)130

#1

October 2, 1968

Ray L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon

Gentlemen:

The State Highway Commission at its meeting on October 1 considered your request for an extension of time on Contract No. 6358 on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County.

After careful consideration, the Commission increased the workdays by three.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

bc C. T. Keasey
John R. Nagedorn
L. H. Young
F. D. Morgan
C. H. Maison
Bureau of Public Roads

Form FH-121 (4-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

477 Cottage St. NE. - Salem OR 97301

DATE: August 29, 1968

In reply refer to: 08-35-DB

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Extension of Time
Sutherlin Junction Winchester Section
Pacific Highway Project I-5-3(56)130

We have reviewed your August 19, 1968 memorandum concerning the contractor's request for an increase in workdays on the above mentioned project.

We concur in your evaluation and recommendation for an extension of contract time by 3 days.

9-5-68

REFERRED TO
Morgan - Bond - Young - Isaacson
BY ASST. STATE HWY. ENGR

Routing

Morgan
Decker
Bond
Barbee
Walker
Cline
Swan

RECEIVED
CONSTRUCTION
DIVISION

West
Moreland
Trout
Scott
Wells
Litchfield
Olson

RECEIVED
SEP 4 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

ROY L. HOUCK SONS' CORPORATION
Heavy Construction Contracting
1158 CHEMEKETA ST. N.E. SALEM, OREGON 97308
P.O. BOX 671 PHONE 585-5950

July 17, 1968

Routing

RECEIVED
CONSTRUCTION
DIVISION

Walker
Litchfield
Olson

Mr. Frank Morgan
Construction Engineer
Oregon State Highway Department
Salem, Oregon

RE: Time Extension for Project #6358
Sutherlin Jct.-Winchester Section

Dear Sir:

In our letter of August 31, 1966 to Mr. John Hagedorn, Resident Engineer, we requested that the state, in their analysis of the request for compensation not covered by contract, review the time required to duplicate portions of the work. As no consideration for time extension was allowed in the previous settlement of claims, we again request a time extension for this project based on these conditions:

1. Project Engineering Layout Errors:

   A. We have been paid $1514.38 on price agreement No. 15 for recognized staking errors which occurred in the final stages of the finishing operation of the sub-grade. Also, there has been excavation quantities paid on this project for corrections of errors in staking which occurred in the final finishing of the sub-grade that the state recognizes and did not pay for in price agreement No. 15 but did, in essence, delay the completion of the earth work on this project.

   B. The work involved in the correction of these errors occurred at a critical time in the completion of the excavation portion of the contract. This disrupted a continuous surfacing operation in these areas which, in turn, caused a further delay to the remaining surfacing work. The resources required to make these corrections would have been utilized in the completion of remaining item work. We, therefore, request a time extension of eight days for the change in the work necessitated by these corrections and not being able to prosecute other work with the men and equipment used during the time required to do the correcting of errors.

2. Installation of 6" perforated pipe station 2083-2095 Rt.

   A. This additional drainage was added to the items of

work required to complete the contract. This pipe was not shown to be installed by the plans.

B. The additional work was added at a critical time in the completion of the earthwork and this project. It delayed the finish of this area as it was placed in the ditch line and in portions of already completed sub-grade areas. The work required drilling and shooting of material required for the drainage excavation. When the additional work was completed we had to re-finish areas that had previously been completed. The resources used in this work would have been utilized in the completion of other remaining items of work. We, therefore, request a time extension of three days for the change in the work and not being able to use the men and equipment to prosecute other work while they were involved in the necessary completion of the items of earthwork necessitated by the change.

From our submission for compensation for Layout errors you are in possession of the documentation to substantiate our position as to duplication and also for the duplication caused by the added drainage facilities.

Your prompt attention to this matter would be greatly appreciated since a great deal of time has elapsed since the completion of this project.

Very truly yours,

ROY L. HOUCK SONS' CORPORATION

Jim Lambie

Jim Lambie
Engineering Division Manager

JL/m

RECEIVED
OCT 9 - 1968
FOR FILING

I-5-56(14)0

TIME EXTENSIONS APPROVED BY HIGHWAY COMMISSION OCTOBER 1, 1968

Construction Division Federal-aid Contracts

Contract No.	Section	Days	Amount	B.P.R. Participation
6358	Sutherlin Jct.-Winchester	3	$ 1,260	All
7029	Multnomah Co. Line-E. Cascade Locks	30 *	4,500	All
6828	Corvallis (Roadside Improvement)	141	14,100	None 1)
6965	Forest Grove-Gaston	27	2,700	None 2)

1) B.P.R. concurrence is being requested but the refund to the contractor at this time must be non-participating.

2) This liquidated damages is all on early phase. B.P.R. concurred in an ordered "stop work" period 10-28-67 to 5-3-68 only, none of which is included in this 27 days, and for which no deduction was made.

* Extension granted includes all time to actual completion leaving no liquidated damages in effect.

JAB:fw

cc: F. B. Klaboe
L. H. Young
C. H. Maisen
J. A. Bond

RECEIVED
OCT 7 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 10 1968
FOR FILING
I-5-3(5)130
3-57

September 10, 1968

Oregon State Highway Commission

Request for Extension of Time
No. 1
October 1, 1968 meeting

Gentlemen:

Roy L. Houck Sons' Corporation, contractor on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County, Contract No. 6358, has requested an increase of 11 workdays.

A previous time extension request based on other reasons was denied by your action of June 7, 1966. The contractor's present request is based on alleged staking revisions and additional quantities of perforated drain pipe. Staking changes were relatively minor and the work affected was done concurrently with other contract work. No increase is recommended.

Perforated drain pipe was added in an area that did delay the contractor's early surfacing operations. This operation justifies an increase of three workdays.

I recommend that the workdays be increased by three which will reduce the liquidated damages to $2,940. This is a Federal-aid Interstate project and we have the concurrence of the Bureau of Public Roads.

This matter will be on the agenda for your consideration at the October 1 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

JB:DES:fw lms
Enclosure
bc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
C. T. Keasey

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6358 Contractor Roy L. Houck Sons' Corporation

Highway Pacific

Section Sutherlin Junction-Winchester

Kind of Work Grade, Pave, Structures and Signing

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ **GRANTED.** The reasons for such recommendation are as follows:

An increase of 3 workdays is justified for the delay in surfacing work caused by additional perforated drain pipe.

Recommended for Approval:

C. T. Keasey
Division Engineer

Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No. 6358

Project designation I-5-3(56)130
State-Federal

Date awarded November 22, 1963

Work started December 5, 1963

Per cent completed 100% Dec. 2, 1965
Date

No. of Workdays Allowed 210

No. of Workdays Used 220

No. of Added Workdays Requested 3

SP*6290-734

E-930 (Rev.)—8M—9-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date July 17, **19** 68

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 210 days to 221 days, within which to complete our Contract No. 6358, without the assessment of liquidated damages. The said contract is described as follows:

Sutherlin Jct.- Winchester

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See Enclosure

Respectfully submitted,

ROY L. HOUCK SONS' CORPORATION
Contractor

By _____

CONSENT OF SURETY

Date July 18, **19** 68

We, GENERAL INSURANCE COMPANY OF AMERICA

_____, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Arthur R. Eby
Arthur R. Eby - Attorney-in-fact

(SEAL)

Countersignature in Oregon not required
Resident Agent
after 1-1-68 as per 1967 Insurance Code.

FORM E-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 12, 1968

SUBJECT: Extension of Time
Sutherlin Jct.-Winchester Section
Contract No. 6358

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
B U I L D I N G

We have received from Roy L. Houck Sons' Corporation, contractor on the subject contract, the attached request for an increase in the number of work-days from 210 to 221. The contractor's request is based on delays caused by staking errors, and additional perforated drain pipe.

A request for time extension was made previously and was considered by the Highway Commission at its June 2, 1966 meeting at which time it was declined (we could not get Bureau of Public Roads' approval on the request which was based on slide work and a top soil overrun). The contractor subsequently included this 10 days liquidated damages as one part of a much larger claim. The rest of the claim has been satisfactorily resolved and a post-final payment with a release has been processed. This claim settlement was reached with an understanding with the contractor and the Bureau of Public Roads that the time matter could be reconsidered on its own merits but with no commitment whatsoever; hence, this new request.

The claim settlement did take into account an adjustment for refinishing subgrade at two locations where staking was changed (this is now presented as a reason for part of the time), but the claim settlement did not involve perforated pipe (which is the other reason now presented).

An extensive review of the contract records has been made on this project. Attached is a chart showing the major work under way, the equipment in use, and a graph of the progress of the contract items. Delay to the contractor due to staking errors cannot be verified. As indicated on the chart, the contractor had extensive concurrent work in progress at the times in July and August, 1964 when he claims he was delayed. This was before the base rock placement had started. The staking revisions were relatively minor and we can not recommend an extension for this reason.

Additional six-inch perforated drain pipe was added. Two separate "runs" of six-inch perforated pipe totalling 1,835 feet (and not on the plans) were installed on October 7 and 8. The contractor had been performing finishing and surfacing work and the installation of this drain pipe did delay this work. As shown on the chart, in the two weeks immediately following the installation of the perforated pipe, the contractor finished and surfaced this area on four separate days. We believe an extension of 3 workdays is justified.

This contract was completed on December 2, 1965 at which time 220 workdays had been charged. This is 10 workdays in excess of those allowed and represents $4,200 in liquidated damages ($420 per day). We recommend that the workdays be increased by 3 which will reduce the liquidated damages leaving $2,940.

This matter has been discussed with the Bureau of Public Roads' Area Engineer who agrees that our reason for recommending an extension appears to be valid.

A rough draft letter to the Bureau of Public Roads and the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:fw
Enc.
cc L. H. Young

RECEIVED
AUG 15 1968
OFFICE OF
STATE HIGHWAY ENGINEER

PACIFIC HIGHWAY

Contract 6353

1964

July | August | September | October

Grading

Surfacing

Overall

Contract

50%

60%

0

RECEIVED
AUG 20 1968
FOR FILING
I-5-3
6154

August 19, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Extension of Time, Sutherlin Junction-Winchester Section, Pacific Highway
Project No. I-5-3(56)130

We have received from Roy L. Houck Sons' Corporation, contractor on this project, a request for an increase of 11 work-days. The contractor's request is based on delays caused by alleged staking errors and additional quantities of perforated drainpipe.

A previous request for a time extension was denied by the Highway Commission on June 2, 1966. This request was based on slide work and an overrun in topsoil. The staking errors and additional perforated pipe were not mentioned in the contractor's earlier request.

The contractor subsequently included 10 days liquidated damages as one part of a much larger claim. The rest of the claim has been satisfactorily resolved and a post-final payment with a release has been processed. This claim settlement was reached with an understanding that the time matter could be reconsidered on its own merits but with no commitment whatsoever; hence this new request.

The claim settlement did take into account a nonparticipating adjustment for refinishing subgrade at two locations where staking was changed (this is now presented as a reason for part of the time), but the claim settlement did not involve perforated pipe (which is the other reason now presented).

An extensive review of the contract records has been made on this project. Attached is a chart showing the major work under way, the equipment in use, and a graph of the progress of the contract items during 1964.

Additional six-inch perforated drainpipe was added at a critical time from about "L_s" 2047 to 2059 right. This was not on the plans and was installed on October 7 and 8. The contractor had been performing subgrade finishing and surfacing work and the installation of this drainpipe did delay this work. As shown on the chart, the contractor finished and surfaced this area in the two weeks immediately following the installation of the perforated pipe. We believe an extension of 3 workdays is justified.

The contract was completed on December 2, 1965, at which time 220 workdays had been charged. This is 10 days in excess of those allowed. It is our recommendation that the workdays be increased by 3. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
C. H. Maison
F. D. Morgan
L. H. Young
C. T. Keasey

JB:DES:fw srb

RECEIVED
JUN 28 1968
FOR FILING
I-5-3(56)130
6.2.X

June 28, 1968

General Insurance Co. of America
Portland Service Office
520 S. W. 6th
Portland, Oregon 97204

Gentlemen:

A second post-final payment for $19,654.99 will be made to Roy L. Houck Sons' Corporation on Contract No. 6358 for grading, paving, structures, and signing on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County as soon as the warrant is prepared.

The total amount paid on this contract will be $3,167,033.17 including the post-final payment. Of the total $212,772.54 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
APR 30 1968

Form FH-121 (4-67)

UNITED STATES GOVERNMENT

Memorandum

I-5-3(51)130
1-358

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

477 Cottage St. NE. - Salem OR 97301

DATE: April 23, 1968

In reply refer to: 08-35-DB

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(56)130
Sutherlin Junction - Winchester Section
Underrun Contract Quantities

We have completed our review of the material furnished us by your letter of December 14, 1967 supporting claims in three parts, designated 6, 7 and 7a, for additional compensation to the contractor.

Your alternate method of deriving an adjustment of Part 7 of this claim dated February 28, 1968 has also been reviewed.

Parts 6 and 7 are for unabsorbed costs resulting from a 47.4 percent underrun of the contract cement treated base quantity and Part 7a is based on reduced plant production resulting from the State's request that the cement treated base aggregate not be washed.

We concur that additional compensation is justified. We will approve a price agreement for an increase in unit prices for the affected contract items as detailed in Part 6 and 7a of your December 14 letter and Part 7 as detailed in your February 28 alternate.

4-29-68
REFERRED TO
Morgan - Young
BY ASST STATE HWY ENGR

NOTE
F. B. KLAGES

RECEIVED
APR 30 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Madison & Bailey
Portland

April 16, 1968

Madison & Bailey
Attorneys at Law
1716 First National Bank
Portland, Oregon 97204

Attention: Mr. Richard L. Jaqua

Gentlemen:

Thank you for your letter of [illegible] with reference to the claim of [illegible] Inc., against Roy L. [illegible] and Insurance Company out of [illegible] Contract No. [illegible] which you have submitted.

Our records indicate that the J. C. Denton claim against Contract No. 6[illegible] was for materials and labor in the amount of $7,[illegible], plus interest.

We have been unable to find anything in our files concerning a claim filed by J. C. Denton against Contract No. 6[illegible].

We will advise the surety, agent, and principal contractor of the receipt of your letter.

Very truly yours,

Floyd Curry, Secretary
[illegible]

cc: General Insurance Co. of America
Huggins Ins. Agency
Roy L. Houck Const. Corporation
Commissioners

CWH:gc

J. C. 4-18-68

WILLIAM H. MORRISON
RALPH R. BAILEY
JACK H. DUNN
JAMES G. SMITH
NATHAN L. COHEN
HOWARD K. BEEBE
ROBERT H. HOLLISTER
ROBERT R. CARNEY
FRANK E. MAC EE
THOMAS E. COONEY
RICHARD A. VAN HOOMISSEN
TOM P. PRICE
THOMAS S. MOORE
MORTON H. ZALUTSKY
DAVID C. LANDIS
PAUL W. JONES
WALTER H. GREBE
GARR M. KING
GEORGE M. JOSEPH
ROBERT S. BALL

MORRISON & BAILEY
ATTORNEYS AT LAW
17TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE 224-6440

March 31, 1968

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Dear Mr. Query:

Please be advised that claims of J. C. Denton & Sons, Inc. against Roy L. Houck & Sons Corporation, arising out of Oregon State Highway Contracts No. 6358 and 6451 have been satisfied.

$17,236.90

Very truly yours,

MORRISON & BAILEY

Richard A. Van Hoomissen
Richard A. Van Hoomissen

RAVH:bh

RECEIVED
APR 1 ? 1968
OREGON
STATE HIGHWAY COMMISSION

FORM E-20X—20M—7-66

AUG 19 1967

I-5-3(2)150

6358

To:

Mr. G. E. Rohde
Chief Counsel
BUILDING

SP*23811-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16, 1967

SUBJECT: Sutherlin-Winchester Section
Contract No. 6358
AND
Grave Creek Section
Contract No. 6643
Quantity Underruns Adjustments

Substantial underruns of bid quantities for aggregate materials occurred on both of the subject contracts. Both contractors involved have presented claims or notice of claims for additional compensation because of these underruns.

Contract No. 6643 is covered by the current Standard Specifications, whereas Contract No. 6358 is covered by the 1954 Specifications.

In both cases, the contract quantity was inaccurate for the planned work. In one instance an equation in stationing was apparently not taken into account when computing bid quantity; in the other a four-lane quantity factor was inadvertently doubled in computing the project bid quantity.

The contractors produced more material than was used in the projects and we have been gethering and analyzing cost data working towards compromise adjustments on both projects in the belief that there was a valid basis for adjustments under Section 9-5 (1964 Specifications) or Section 1.9.5 (1954 Specifications). These are both Interstate projects and we would seek Federal participation on any adjustment that might ultimately evolve.

Both claims were discussed with Bureau of Public Roads representatives last Friday, at which time they raised the question whether there was a defense against these claims available to us under our specs concerning Ordering Materials (Section 1.6.5 in 1954) or Ordering and Producing Materials (Section 6-10 in 1964).

It would seem unreasonable to literally apply this provision to the subject situations where crushers were moved in to produce rock specifically for these projects. Distinction should be made between commercial purchases

and these situations. The Bureau of Public Roads indicated that a legal opinion explaining or substantiating a basis for additional compensation would overcome their objections and also clear the way for Federal participation. We seek your help and advice.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

JAb:fw
Enc.
cc F. B. Klaboe
L. R. Chandler

RECEIVED
AUG 17 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 3 - 1967
FOR FILING
I-5-3(56)130
6358

June 29, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97310

Dear Sir:

The contractor on the Sutherlin Junction-Winchester Section of I-5, Contract No. 6358, Project No. I-5-3(56)130 has presented over a period of time a number of claims for extra compensation. These are summarized on the attached sheet. You will note these cover a variety of situations and we are still gathering data relating to some of them.

Our tentative conclusions are that some additional compensation is due the contractor on a few of these claims. We will therefore seek Federal participation on settlements that may ultimately evolve. We believe an informal meeting with some of your people to discuss these items in more detail would be in order and hereby request such a meeting at your convenience.

We have also had some preliminary negotiations with a subcontractor who produced aggregate for the Grave Creek Section, Contract No. 6643, Project I-5-2(48)72 concerning additional compensation. An adjustment has been requested due to underrun of certain rock items on this project. We would like to discuss this matter and it would probably be most convenient to do so at the same meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
G. E. Rohde
F. D. Morgan
L. H. Young

JAB:ss srb

Enc.

~~June 14, 1967~~

Summary of Contractor's Claims - Contract No.6358
Sutherlin Junction - Winchester Section
Pacific Highway - Douglas County

Claim No.	Description	Amount	Division Recommendation
1	Guard Rail measure		
2	Clean out concrete box LS 2024+24	$254.35	
3	Clean out 72" pipe 2066+97	$1,819.66	
4.	Clean out 18" pipe, Ls 1962+50	$. 908.44	
5.	Rogers Road Bridge End fill repair LS 1970	530.00	
6.	Cement treated base quantity under-run; lay down (Morse Bros. sub-contractor)	$8,129.26	
7.	Same - excess aggregate produced 11,096 tons	$9,875.44	
7a	cement treated base additional aggregate production cost.	5,804.60	
8.	Pavement failure LN 2050 cut	$2,242.00	
9.	Shoulder widening Ln. 1940-1953 Lt.	$2,198.29	
10.	Lay-out (staking) errors 2018-2062	$2,267.82	
11.	6" Perf. pipe added 1226 ft. 2083-2095 rt.	$3,219.27	
		~~$31,444.53~~ 37,249.13	

Rev. 6-14-67

RECEIVED
JUN 24 1967

SP*23011-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22, 1967

To: MEMO TO FILE

SUBJECT: Contractor's Claims
Sutherlin Junction - Winchester Section
Contract No. 6358
Douglas County

A meeting was held in the Construction Engineer's Office June 14, 1967, with the following people present:

Roy Houck, Jr.)
C. Houck)
O. H. Foster) Representing Contractor, Roy L. Houck Sons' Corp.
Vern Berda)
Jim Lambie)

F. D. Morgan
J. A. Bond

Purpose of the meeting was to review and discuss contractor's claims on this project which have been presented at different times and in various forms as summarized on the attached sheet.

2. Clean Out Concrete Box - Contractor protests our decision that the clean-out work done here is project maintenance. He claims the winter run-off which caused the silting was exceptional. He also mentioned that he believed we have done some channel protection work upstream from this box since their project was completed, inferring that our original design proved inadequate. (Refer to green sheet spec. prov. Page 6.)

3. 72" Pipe Clean-Out - Contractor claims that the slope flattening referred to in the Resident Engineer's January 10, 1967, report was below the culvert outlet. He also claims that the Highway Department sanctioned leaving the struts in place.

4. 18" Pipe Clean-Out - Contractor admits this is probably the most marginal of the 3 clean-up claims. He states that the drainage channel down a cut-bank above the inlet should have had some special facility to minimize erosion. Contractor says he did clean out other pipes throughout the project at his own expense.

5. Rogers Road Bridge End Grade Correction - Contractor makes a point that the bridge end fill was accepted once. Claimed amount apparently includes a material item for 100 tons of sub base at $1.36 per ton. It is believed that this was paid and that a credit of $136 should be deducted from the claim amount. The contractor's version of the rest of the work paid for here under the contract consisted of only the perforated pipe, special drain rock, and the drainage excavation in the shoulder areas only. Pictures and plan profile indicate that the pipe was placed in original ground below any material that the contractor had placed as fill. We are to try to check on this and if this is found to be the case, some adjustment on this item is probably due.

6. Cement Treated Base Quantity Underrun - The sub-contractor's cost data and the State's analysis thereof were discussed briefly. The tentative adjustment amount of $4,056.03 was stated and the contractor is to convey this information to the sub-contractor and determine whether it is acceptable.

7. Excess Cement Treated Base Aggregate - Tentative adjustment figure of 89¢ per ton for the un-used contract quantity was stated. This is 3 inch minus bar run which the contractor states is located mostly on his property. He would lease the ground to the State and also stated that he has tried to find sale for the material unsuccessfully. He believes the material is of little or no practical value. (Suggest we seek BPR participation in this adjustment.)

7. a. Additional Production Cost on CTB Aggregate - This claim is not listed in the contractor's August 1, 1966, summary letter but was the subject of a February 2, 1966, letter to Resident Engineer Hagedorn, which has apparently not been answered. The amount of the claim is $5,804.60 which the contractor emphatically states represents costs in addition to those presented in claims 6 & 7. This is allegedly the cost of extra men at the rock plant to feed the material through the screens and an extra dozer required to feed the plant. There was allegedly more non-productive time at the plant while processing the unwashed cement treated base material than there was while making other aggregates used on this project, but which were washed during the processing. The contractor claims the original specification would not have prevented his washing the cement treated base material but it was at our request that the dirt fines were left in. I can find no memorandums or letters to this effect but various people in the Construction Division confirm that this is the case.

8. Pavement Failure - Contractor claims there was evidence of existing pavement failures elsewhere caused by natural conditions and that his equipment was not responsible in this case. His attitude was not aggressive in this item and seemed to realize that we were within our specs in denying the claim.

9. Shoulder Widening - Here again there seems to be some confusion as to what had been paid under unit items. The material receipt numbers covering rock paid for in this area were shown to the contractor. He is to check his records further to determine whether part of all of the amount claimed has already been recovered. (We note that current project plans for this type of widening do use a different typical section).

10. Staking Errors - Contractor was advised that we tentatively acknowledge responsibility for some part of this.

11. 6" Perf. Pipe Added in Rock Cut - The information submitted by the Resident Engineer in his January 10 report was given to the contractor. We pointed out that since the total bid item involved some 9200 lineal feet of pipe his presentation to date was inadequate to show any overall change of the character of the work.

The contractor also brought up the matter of 10 days liquidated damages which remained on this project. He still seeks extension for this time. We advised him that his August 31, 1966, letter does not constitute a proper request for reconsideration and that if he wished us to do so he should submit a new specific form request accordingly.

F. D. Morgan
Construction Engineer

By: John A. Bond

John A. Bond
Staff Assistant

JAB:ss

cc: F. B. Klaboe

RECEIVED
JUN 23 1967
OFFICE OF
STATE HIGHWAY ENGINEER

~~June 14, 1967~~

Summary of Contractor's Claims - Contract No. 6358
Sutherlin Junction - Winchester Section
Pacific Highway - Douglas County

Claim No.	Description	Amount	Division Recommendation
1	Guard Rail measure		Dropped by Contractor
2	Clean out concrete box LS 2024+24	$254.35	deny 1.7.21
3	Clean out 72" pipe 2066+97	$1,819.66	" 1.7.21
4.	Clean out 18" pipe, Ls 1962+50	$ 908.44	" 1.7.21
5.	Rogers Road Bridge End fill repair LS 1970	530.00	" 1.4.13, 1.7.21
6.	Cement treated base quantity under-run; lay down (Morse Bros. sub-contractor)	$8,129.26	- $4,056.03 tentative
7.	Same - excess aggregate produced 11,096 tons	$9,875.44	- Tentative concurrence in $9,875.44 (=89/ton)
7a	cement treated base additional aggregate production cost.	5,80X 40	
8.	Pavement failure LN 2050 cut	$2,242.00	deny pg. 8 of Spec. Prov.
9.	Shoulder widening Ln. 1940-1953 Lt.	$2,198.29	"
10.	Lay-out (staking) errors 2018-2062	$2,267.82	- $1,279.69 for part. tentative
11.	6" Perf. pipe added 1226 ft. 2083-2095 rt.	$3,219.27	deny
		~~$31,444.53~~ 37,249.13	(15,211.16)

Rev. 6-14-67

RECEIVED
APR 14 1967

SP°23657-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1967

FOR FILE
I-5(24)120
6358

SUBJECT: Sutherlin Jct.-Winchester Section
Contract No. 6358
Contract Claims

To: Mr. L.R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

ATTENTION: Mr. John Quiner II

The last paragraph of your February 1, 1967 Memo to the File mentions briefly the claims on this project. We have a copy of an August 1, 1966 letter to Resident Engineer Hagedorn from the contractor listing 8 claims.

We now have some very good data prepared by Subcontractor Morse Brothers in support of Claim No. 6, arising from the underrun in cement treated base. This material was delivered direct to our office and we are prepared to make a recommendation on this one item. Claim No. 7 is closely related to No. 6 as it arises from the production of the aggregate used in the C.T.B. (the prime contractor produced the aggregate and Morse Bros. laid it). The substantial underrun from the contract quantity appears to result in a valid basis on which to make a price adjustment, but obviously some supporting data is needed. Since this material was produced along with, and at the same time as, other aggregate used on this contract, the costs of production are intermingled. Mr. Juve has contacted the contractor and will try to secure their bidding sheets which may be useful in analyzing the claim. We will try to keep you informed of developments on this one.

There is another factor which must be determined in the field concerning the quantity of aggregate produced but not used. The contractor derives 11,096 cu. yds. merely by taking the contract net quantity and subtracting the final pay quantity. Was this 11,096 yards actually produced? If so, where is it? Have we measured it?

We have no information on the remaining six claims. Have you given the contractor an answer?

We would rather not pursue the Morse Bros. claim any further until we have a complete package of all the claims. We should by trying to resolve these one way or the other.

JAB:sg
cc: ~~F.B. Klaboe~~
Maurice Juve

NOTED
F.B. KLABOE

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

Form CD-121 (11-63) (Prev. ed. 20-161)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street NE.
Salem, Oregon 97301

FILED
APR 7 - 1967
FOR FILING

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 4, 1967

In reply refer to: 08-35-EC/423.32

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Interstate Highways -
FAI Fund Participation in Costs of Additional Stage Construction on Through Traffic Lane Pavement Structures Constructed Prior to October 1963

Instructional Memorandum 21-1-67 dated January 11, 1967 on the above subject indicated that condition examinations should be made of all sections of pavement structures that were authorized for construction prior to October 1963 with FAI fund participation. The October 1963 date was established on the basis of amending the 1975 design year to a 20-year period under the Federal-aid Highway Amendments Act of 1963 approved on October 24, 1963.

Mr. G. M. Williams' November 15, 1963 circular memorandum on "Revision of Interstate Standards, Design Year" indicated that in keeping with the intent of Congress, there should be flexibility in regard to the design year for projects on which designs are complete, or substantially so. We received this circular memorandum on November 26, 1963. In conformance with the provisions of the circular memorandum our records indicate that pavement designs were based on a 1975 design year for the following projects:

Project No.	Location	Authorization Date
6358 I-5-3(56)130	Sutherlin Jct. - Winchester	October 28, 1963
6398 I-80N-5(10)157	Airport Road - Irrigon Junction	November 26, 1963
6372 I-80N-5(11)147	Willow Creek - Airport Road	November 26, 1963

Under the circumstances as outlined herein the above listed projects may be considered in the same category as if the authorization dates were prior to October 1963 with the provisions of IM 21-1-67 being applicable.

4-7-67
REFERRED TO
Bartlett, Young, Decker
BY ASST. STATE HWY. ENGR
take appropriate action

NOTED
F. B. KLABOE
APR 5 1967
OFFICE OF

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 6 - 1966
FOR FILES

December 5, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. I-5-3(56)130

Dear Sir:

Your January 3, 1966, endorsement noted that contract work on Contract No. 6258, Sutherlin Junction-Winchester Section in Douglas County, Federal-Aid Project No. I-5-3(56)130, was satisfactory. The State Highway Commission authorized acceptance of the contract as of June 16, 1966.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force Order (including the establishment period) by State Forces, or others, was completed May 31, 1966.

Contractor's wage certification is dated 8-20-66.

Attachments are as follows:

Materials Report, FR-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JK:cr

cc: C. H. Maison
F. D. Morgan
R. M. Chase

RECEIVED
OCT 10 1966
FOR FILING

6358

October 7, 1966

Mr. Thomas C. Hartfiel
Attorney at Law
1363 West Harvard Avenue
Roseburg, Oregon 97470

Dear Mr. Hartfiel:

This is to acknowledge receipt of your letter of September 30 and attached affidavit concerning the Roy L. Houck Sons' Corporation, Contract No. 6358, for grading, paving, structures, and signing on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County.

As requested, we are attaching a certified copy of the contract and performance bond pages.

This contract was completed on December 2, 1965, and was accepted by the State Highway Commission on June 16, 1966.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWi:gc

THOMAS C. HARTFIEL
ATTORNEY AT LAW
1363 WEST HARVARD AVENUE
ROSEBURG, OREGON 97470

September 30, 1966.

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon. 97310.

Re: Contract No. 6358.
Claim of Floyd Porter, dba
Porter's Excavating vs.
prime contractor Roy L. Houck
Sons' Corporation.

Dear Mr. Query:

Enclosed is the affidavit of Floyd Porter indicating that his claim for labor and "cat" rental in the sum of $1429.00 has not been paid.

Will you kindly send him a certified copy of the contract and bond?

Would you also kindly advise when the State Highway Department accepted the work in connection with State Highway Contract No. 6358 with Roy L. Houck Sons' Corporation, Prime Contractor, for grading, paving, structures and signing on the Sutherlin Jct.-Winchester Section of the Pacific Highway in Douglas County?

Yours very truly,

Thomas C. Hartfiel

Thomas C. Hartfiel

TCH:ah

Ck please reply
FE

NOTED
FLOYD QUERY

RECEIVED
OCT 1 1966
STATE HIGHWAY COMMISSION

AFFIDAVIT OF FLOYD PORTER doing business as PORTER'S EXCAVATING

STATE OF OREGON, }
County of Douglas. } ss.

I, Floyd Porter, being first duly sworn depose and say:

That I am the owner of Porter's Excavating, P. O. Box 245, Sutherlin, Oregon.

That on or about the 18th day of February 1965, I presented and filed a notice of claim with the Secretary of State and with the Secretary of the Oregon State Highway Commission, indicating that I had performed labor and provided "cat" rental to Douglas Construction, Sutherlin, Oregon, a subcontractor, for Roy L. Houck Sons' Corporation, between the 13th day of March 1964 and the 15th day of June 1964, on Highway No. 5 at Deady-Wilbur Interchange, of the value of One Thousand Four Hundred Twenty-Nine Dollars ($1,429.00).

That this was in connection with State Highway Contract No. 6358, Roy L. Houck Sons' Corporation, for grading, paving, structures and signing on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County.

That my claim for labor and "cat" rental has not been paid.

That I supplied the labor and equipment for the prosecution of the work provided in the contract.

That the surety on this project is the General Insurance Company of America through Huggins Insurance Agency 373 Church Street, N. E., Salem, Oregon.

That I desire to receive a certified copy of the contract and bond.

Floyd Porter

PORTER'S EXCAVATING
P. O. Box 245, Sutherlin, Oregon.

Subscribed and sworn to before me this 30th day of September 1966.

U. G. Hadsell

Notary Public for Oregon
My Commission Expires: April 22,1969

RECEIVED
OCT 1 - 1966

RECEIVED
AUG 30 1966
FOR FILING

I-5-3(22)13

6358

August 30, 1966

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

A post-final payment for $3,818.64 will be made to Roy L. Houck Sons' Corporation on Contract No. 6358 for grading, paving, structures, and signing on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County, as soon as the warrant is prepared.

The total amount paid on this contract will be $3,147,378.18 including the post-final payment. Of the total $212,772.54 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Roy L. Houck Sons' Corporation
1585 20th Street, N.E.
Salem, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
JUN 2 1 1966
FOR FILING
I-5-3(56)130
6358

June 20, 1966

Mr. A. W. Kilborn,
Superintendent
Southern Pacific Co.
Union Station
Portland 9, Oregon

File No. 322-0-PD-62-8

Dear Sir:

This is to advise you that work was completed June 20, 1966 on the Sutherlin Jct. - Winchester Section in Douglas County, State Highway Contract No. 6358.

In accordance with the agreement with your company final billing for flagging and other protective services on this project is to be submitted on or before October 18, 1966.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

VG: ls
cc: C. H. Maison
T. E. Litchfield

RECEIVED
JUN 17 1966
FOR FILING
I-5-3(56)130
6358

June 16, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed December 2, 1965, on Contract No. 6358. The contract was with Roy L. Houck Sons' Corporation and was for grading, paving, structures, and signing on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective June 16, 1966, and that you concur in this procedure at the Commission meeting on July 14.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Tom Edwards
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
Ivan Merchant
L. R. Chandler

bg fn

RECEIVED
JUN 27 1966
FOR FILING

I-5-3(56)130
6358

June 3, 1966

Roy L. Houck Sons' Corporation
1585 20th Street, N. E.
Salem, Oregon

#7

Gentlemen:

The State Highway Commission at its meeting on June 2 considered your request for an extension of time on Contract No. 6358 on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County.

After considering the recommendation of the Engineer and other available information, the Commission denied your request for an increase in the number of workdays from 210 to 220.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm
cc L. R. Chandler
John L. Hagedorn
L. H. Young
F. D. Morgan
C. H. Maison
Bureau of Public Roads

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6358 Contractor Roy L. Houck Sons Corp.

Highway Pacific

Section Sutherlin Jct.-Winchester

Kind of Work Grading, Paving, Structures, Signing

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED. The reasons for such recommendation are as follows:

~~Examination of the soil profiles indicates an extension of 3 workdays. Delay incurred in notification that additional signs would be required at the Sutherlin Interchange justifies an increase of 7 workdays.~~

Recommended for Approval:

John Quaney
Division Engineer

Robert A. Bond
for Construction Engineer or Bridge Engineer

J B Kluber
Assistant State Highway Engineer

Contract No.	6358
Project designation	I-5-3(56)130 State-Federal
Date awarded	Nov. 22, 1963
Work started	Dec. 5, 1963
Per cent completed	100% Dec. 2, 1965 Date
No. of Workdays Allowed	210
No. of Workdays Used	220
No. of Added Workdays Requested	0

State Printing 27826

E--320 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date December 8, 1965

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 210 days to 220 days, within which to complete our Contract No. 6358, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See attached letter

Respectfully submitted,

ROY L. HOUCK SONS CORPORATION
Contractor

By [signature]

CONSENT OF SURETY

Date December 10, 1965

We, GENERAL INSURANCE COMPANY OF AMERICA

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

[signature]
James F. Darby Attorney-in-fact

(SEAL)

Resident Agent

ROY L. HOUCK SONS' CORPORATION
Heavy Construction Contracting
1158 CHEMEKETA ST. N.E. SALEM, OREGON
P.O. BOX 671 PHONE 585-5950

December 8, 1965

RE: EXTENSION OF TIME - SUTHERLIN-WINCHESTER PROJECT #6358

(1) Extra work regarding slides throughout the project.

These slides represent $176,491.43 of extra work compared to the total general excavation of $743.340.00 set up for the project. This represents a dollar value increase in excavation of approximately 24%. This work commenced in the Spring of 1965 and affected early surfacing and paving operations.

(2) More time was necessary to haul and place over 40,000 cubic yards of topsoil or twice the contract amount. The placing of this topsoil came at the end of the work necessary to complete this project and caused delays with the seeding and mulching subcontractor, as well as the fence, guard rail and guard rail painting subcontractors.

The above mentioned work was beyond the control of the Contractor which materially changed the nature of the contract. An extension of time would be from 210 to 220 days.

FORM E-30 80M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1966

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Extension of Time
Sutherlin Junction-Winchester Section
Pacific Highway
Contract No. 6358
(Assignment: FBK-724)

In their May 5 letter the Bureau of Public Roads has denied the recommended 10 day time extension on the subject contract.

I do not believe it is worthwhile to pursue this further. We reviewed the project records very carefully before preparing our request. This included preparation of a chart to show the paving and surfacing progress during the Deady Slide force account work. We studied the weekly reports and developed what we thought was the best case for a time extension. I am at a loss to add anything more at this time.

I must point out that the recommendations from the field from both the Resident Engineer and the Division office was that no increase be granted.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Staff Assistant

JAB:bjm
Attachments

OFFICE OF

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attn: Mr. F. B. Klaboe, Asst. State Highway Engr.

DATE: May 5, 1966

In reply refer to: 08-35-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Manager

SUBJECT: Oregon Project I-5-3(56)130
Sutherlin Junction - Winchester Section
Pacific Highway
Request for Time Extension

We have reviewed your letter of April 18, 1966 concerning a time extension request on the above-mentioned project and do not find adequate justification for concurrence in the contractor's request.

Other work was being performed during the periods topsoil was being hauled and while the signs were being installed. You will also note that the signs were placed by November 1, 1965; however, the project was not completed until December 2, 1965.

Due to the lack of adequate justification, we deny concurrence in the request.

Routing

RECEIVED
MAY 10 1966
CONSTRUCTION
DIVISION

respond to
Young
Bond w/file
Malone
file
5-9-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-30 50M 3-65 SP*6470-724

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 14, 1966

SUBJECT: Extension of Time
Sutherlin Junction-Winchester Section
Pacific Highway
Contract No. 6358

To: Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

Attached is a request from Roy L. Houck Sons' Corporation, contractor on the subject contract, for an increase in the number of workdays from 210 to 220 without the assessment of liquidated damages. The contractor's request is based on extra work done in connection with slides which occurred throughout the project and an overrun in the contract bid item for top soil.

Slide work on this project was performed under Extra Work Order Numbers 5, 6, 7, 8 and 9. The majority of the work under the first 4 Work Orders, which totalled $51,379.00, was performed during periods when no workdays were charged, from January through April, 1965. There was some minor work, usually involving only one piece of equipment, during periods when workdays were being charged. Slide work performed under Extra Work Order No. 9, the Deady Slide, amounted to $126,570.00 and was done mostly in June, 1965. The contractor contends that the slide work effected his early surfacing and paving operations. The attached chart indicates that the contractor's surfacing and paving work were not clearly effected by work done on the slide. The increased production indicated on the asphalt concrete pavement work in early August can be attributed to the changeover to a new paving plant which had a higher rate of productivity. While there was some minor delay to surfacing in the area of the Deady Slide, construction records indicate that final base rock was placed in this area on August 11, 1965 while some 36 workdays still remained. Although the General Excavation item underran the contract amount by $50,000.00, the addition of this large slide order when the regular grading was 98% completed and 51% of the contract time elapsed (108 Days) warrants very careful consideration. Part of this work was done on a 2-shift basis, while the other concurrent contract work ran single shifts. The over-all contractor's work underran 0.3% so no extension can be derived from the total time/money relationship.

The contract bid item for top soil did overrun 24,000 yards (116%), but did not clearly delay the contractor's operations as it was done concurrently with other work, some of it on a 2-shift basis. All but the last 98 cu. yds. of the top soil had been hauled and placed prior to the time that the original workday allotment had been used.

These 98 yards were hauled between October 11 and October 18 in 9 separate loads to spot-fill deficient areas. During this interval 3 workdays were charged.

Another late item which was completed November 1, which was the tenth and last penalty workday charged, was the installation of 4 extra Type "A" signs at the Sutherlin Interchange. The need for these was decided relatively late in the job. The contractor was notified at the end of June, 1965 that the signs would be required. Delivery of these signs may take as long as six months, with four months representing the usual minimum. The contractor received the signs during the week ending October 29, 1965 and installed them on November 1, 1965.

We believe the reason the slide work does not show more time influence is that the 2-shift basis expedited it and conserved the time. This is also true to a lesser degree with respect to the top soil overrun, part of which was done on a 2-shift basis.

We, therefore, believe a liberal interpretation should be made on the items that can be segregated and recommend the 3 days extension for the top soil overrun and 7 days for the extra signing.

The project was completed December 2, 1965 at which time 220 workdays had been charged. This is 10 days in excess of the amount allowed and represents $4,200.00 in liquidated damages. We recommend a 10 workday time extension, which will delete all penalty.

This matter has been discussed with the Bureau of Public Roads' Area Engineer, who indicated that he would recommend approval for any extension which could be supported.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By John A. Bond

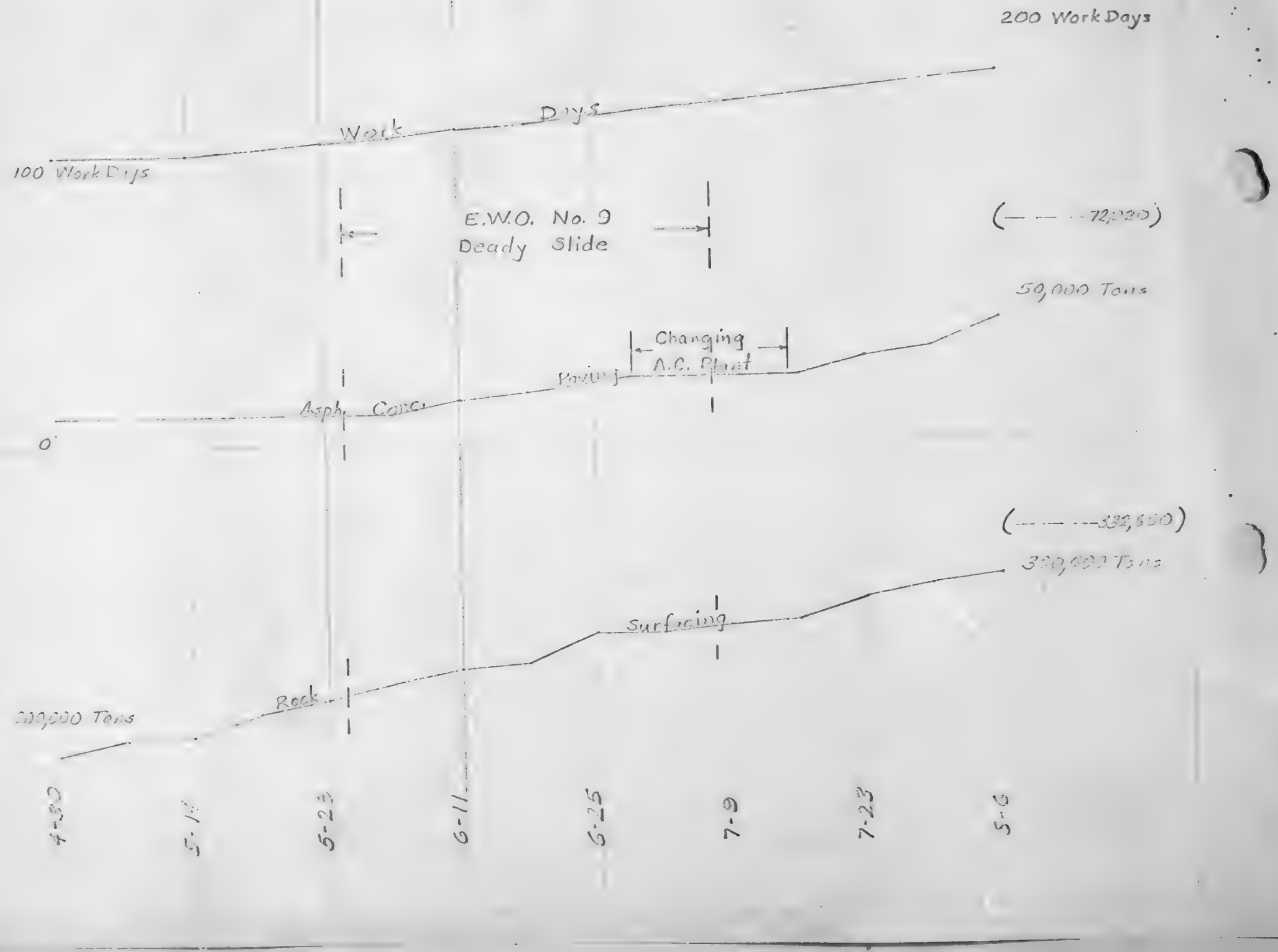
John A. Bond
Staff Assistant

DES:nh:JAB:bjm:JAB:rw

Attachment

cc: L. H. Young

RECEIVED
OFFICE
STATE HIGHWAY


200 Work Days
Work Days
100 Work Days
E.W.O. No. 9
Deady Slide
(— — — 72,920)
50,000 Tons
Changing
A.C. Plant
Paving
Asph. Conc.
0
(— — — 332,500)
300,000 Tons
Surfacing
200,000 Tons
Rock
4-30
5-16
5-23
6-11
6-25
7-9
7-23
8-6

RECEIVED
JUN 1 - 1966
FOR FILING

6219

May 31, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 7
June 2, 1966 meeting

Gentlemen:

Ray L. Houck Sons' Corporation, contractor on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County, Contract No. 6356, requests an increase in the number of workdays from 210 to 220. The contractor's request is based on additional work required in connection with slides and an overrun in the contract bid item for topsoil.

Some of the slide work was done during the period when no workdays were charged. Slide work performed in connection with one large slide at Reedy may have affected the contractor's schedule of operations, but the total excavation item underran the contract amount and the overall contract work underran 0.3 percent.

The contract bid item for topsoil overran the original amount by 116 percent. However, only nine loads were placed after the specified time had elapsed. Most of the work done on penalty time was seeding and mulching and guardrail painting which were not affected by this quantity overrun.

I recommend that the request for time extension be denied. There are 10 penalty days representing $4,200 in liquidated damages. This is a Federal-aid Interstate project and we have Bureau of Public Roads concurrence.

This matter will be on the agenda for your consideration at the June 2 meeting.

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

Very truly yours,

Forrest Cooper
State Highway Engineer

DES:nh/WAB:bjm bg

B—320 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date December 8, 1965

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 210 days to 220 days, within which to complete our Contract No. 6358, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See attached letter

Respectfully submitted,

LEE L. MOUCK SONS CORPORATION
Contractor

By [signature]

CONSENT OF SURETY

Date December 10, 1965

We, GENERAL INSURANCE COMPANY OF AMERICA

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

[signature]
James F. Darby Attorney-in-fact

(SEAL)

Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6358 Contractor Roy L. Houck Sons Corp.

Highway Pacific

Section Sutherlin Jct.- Rochester

Kind of Work Grading, Paving, Structures, Signing

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~GRANTED~~ DENIED The reasons for such recommendation are as follows:

~~The request for an extension of 3 workdays. Delay incurred in notification that additional signs would be required at the Sutherlin Interchange justifies an increase of 10 workdays.~~

Recommended for Approval:

Division Engineer

For Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No.	6358
Project designation	I-5-3(56)130
	State-Federal
Date awarded	Nov. 22, 1963
Work started	Dec. 5, 1963
Per cent completed	100% Dec. 2, 1965 Date
No. of Workdays Allowed	210
No. of Workdays Used	220
No. of Added Workdays Requested	0

State Printing 37639

December 8, 1965

RE: EXTENSION OF TIME - SUTHERLIN-WINCHESTER PROJECT #6358

(1) Extra work regarding slides throughout the project.

These slides represent $176,491.43 of extra work compared to the total general excavation of $743.340.00 set up for the project. This represents a dollar value increase in excavation of approximately 24%. This work commenced in the Spring of 1965 and affected early surfacing and paving operations.

(2) More time was necessary to haul and place over 40,000 cubic yards of topsoil or <u>twice</u> the contract amount. The placing of this topsoil came at the end of the work necessary to complete this project and caused delays with the seeding and mulching subcontractor, as well as the fence, guard rail and guard rail painting subcontractors.

The above mentioned work was beyond the control of the Contractor which materially changed the nature of the contract. An extension of time would be from 210 to 220 days.

RECEIVED
MAY 11 1966
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attn: Mr. F. B. Klaboe, Asst. State Highway Engr.

DATE: May 5, 1966

In reply refer to: 08-35-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Manager

SUBJECT: Oregon Project I-5-3(56)130
Sutherlin Junction - Winchester Section
Pacific Highway
Request for Time Extension

We have reviewed your letter of April 18, 1966 concerning a time extension request on the above-mentioned project and do not find adequate justification for concurrence in the contractor's request.

Other work was being performed during the periods topsoil was being hauled and while the signs were being installed. You will also note that the signs were placed by November 1, 1965; however, the project was not completed until December 2, 1965.

Due to the lack of adequate justification, we deny concurrence in the request.

copies to
Young
Bond w/file
Maison
file -
5-9-66

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 18 1966
FOR FILES
6258

April 18, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Sutherlin Junction-Winchester
Section, Pacific Highway
Project No. I-5-3(56)130

Dear Sir:

We have received from Roy L. Houck Sons' Corporation, contractor on the subject project, a request for an increase in the number of workdays from 210 to 220. The contractor's request is based on extra work done in connection with slides which occurred throughout the project and an overrun in the bid item for top soil.

Slide work on this project was performed under Extra Work Order Numbers 5, 6, 7, 8 and 9. The majority of the work under the first four work orders, which totalled $51,379.00, was performed during periods when no workdays were charged, from January through April, 1965. There was some minor work, usually involving only one piece of equipment, during periods when workdays were being charged. Slide work performed under Extra Work Order No. 9, the Deady Slide, amounted to $126,570.00 and was done mostly in June, 1965, with a very minor amount of cleanup work being done in October, 1965. The contractor contends that the slide work affected his early surfacing and paving operations. While there was some minor delay to surfacing in the area of the Deady Slide, construction records indicate that final base rock was placed in this area on August 11, 1965, while some 36 workdays still remained. Although the General Excavation item underran the contract amount by $50,000.00, the addition of this large slide order when the regular grading was 98 percent completed and 51 percent of the contract time elapsed (108 days) warrants very careful consideration. Part of this work was done on a two-shift basis, while the other concurrent contract work ran single shifts. The overall contractor's work underran 0.3 percent so no extension can be derived from the total time/money relationship.

The contract bid item for top soil did overrun 24,000 yards (116 percent), but did not clearly delay the contractor's operations as most of it was done concurrently with other work, some of it on a two-shift basis. All but the last 98 cubic yards of the top soil had been hauled and placed prior to the time that the original workday allotment had been used. These 98 yards were hauled between October 11 and October 18 to spot-fill deficient areas. During this interval 3 workdays were charged.

Another late item which was completed November 1, which was the tenth and last penalty workday charged, was the installation of four extra Type "A" signs at the Sutherlin Interchange. The need for these was decided relatively late in the job. The contractor was notified at the end of June, 1965, that the signs would be required. Delivery of these signs may take as long as six months, with four months representing the usual minimum. The contractor received the signs during the week ending October 29, 1965, and installed them on November 1, 1965.

We believe the reason the slide work did not have more obvious effect on the overall completion of the project was because a large part of the slide work was done on a two-shift basis. This is also true to a lesser degree with respect to the top soil overrun, part of which was done on a two-shift basis.

We, therefore, believe a liberal interpretation should be made on the items which can be separated and recommend a three-day extension for the top soil overrun and seven-day extension for the extra signing.

The project was completed December 2, 1965, at which time 220 workdays had been charged. We recommend a 10-workday time extension. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:nh srb

RECEIVED
MAR 28 1966
FILING (56) 150
6154

March 25, 1966

The Honorable Sidney Leiken
State Representative
2230 West Harvard Avenue
Roseburg, Oregon

Dear Sid:

This is in response to your March 18 letter, together with a copy of a "Notice of Claim" by Floyd Porter, doing business as Porter's excavating, against Douglas Construction of Sutherlin, Oregon.

Douglas Construction is a subcontractor of Roy L. Houck Sons' Corporation, the prime contractor on the Sutherlin-Winchester Section of the Pacific Highway in Douglas County. The State's contract is with Roy L. Houck Sons' Corporation and all matters pertaining to the project are carried out by the Department through this contractor. For the Highway Commission to attempt to adjudicate a claim between the subcontractor and an individual would be beyond the Commission's authority.

Porter's Excavating has followed the proper procedure in filing a "Notice of Claim" with the Secretary of State and Secretary to the Highway Commission. According to Oregon law, this gives him a cause of action against the Houck Corporation's surety.

When such notices are received by this Department, both the prime contractor and the surety are notified and we do not make final payment to the contractor without the surety's full knowledge.

If you need anything further on this, please let me know.

Kindest personal regards,

Forrest Cooper
State Highway Engineer

cc: Floyd Canary
R. L. Porter
F. B. Kisboe
Victor D. Wolfe
R. B. Sipprell
L. R. Chandler

RLP:ms bg

NOTICE OF CLAIM

To: Oregon State Highway Commission
% Floyd Quary, Secretary
Salem, Oregon.

NOTICE HEREBY IS GIVEN That the undersigned Floyd Porter, doing business as Porter's Excavating, P. O. Box 245, Sutherlin, Oregon, has a claim for labor and "Cat" rental supplied to Douglas Construction, Sutherlin, Oregon, a subcontractor, between the 13th day of March 1964 and the 15th day of June 1964, on Highway No. 5 at Deady-Wilbur Interchange in the sum of One Thousand Four Hundred Twenty-Nine Dollars ($1,429.00) against the bond taken from Roy L. Houck Sons' Corporation, P. O. Box 671, Salem, Oregon, Prime Contractor, and its Surety, General Insurance Company of America, Portland Service Office, 209 S.W. 4th Avenue, Portland, 4, Oregon, for the work of grading, paving, structures and signing on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County, Oregon, in connection with State Highway Contract No. 6358.

Floyd O. Porter
PORTER'S EXCAVATING

P. O. Box 245, Sutherlin, Oregon.

STATE OF OREGON, }
County of Douglas. } ss.

I, Floyd Porter, being first duly sworn, on oath say that I am the owner of Porter's Excavating, named in the foregoing claim, that I have personal knowledge of the facts therein set out; that I know the contents thereof, and believe the same to be true.

Floyd Porter

Subscribed and sworn to before me this 15th day of February, 1965.

J. G. Hadfield
Notary Public for Oregon.
My Commission Expires: April 22, 1965.

NOTICE OF CLAIM, Page 1.

Original sent to McCall (Jan) Sec of State Feb. 16/65.

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Suth. Jct.-Winchester		WEEK ENDING: March 4, 1966
		SECTION PREFIX: 610-1092
HIGHWAY: Pacific		COUNTY: Douglas
NAME OF JOB: Sutherlin Jct. - Winchester	KIND OF WORK: Grading, Paving, Signing, & Structures	
CONTRACTOR: Roy L. Houck Sons Corp.	CONTRACT NUMBER: 6358	FEDERAL AID PROJECT NUMBER: I-5-3(56)130
DATE OF CONTRACT: Nov. 22, 1963	DATE WORK STARTED: Dec. 5, 1963	ESTIMATED COMPLETION DATE: Dec. 2, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK MEN: SUPERVISION	SPECIFIED WORK DAYS: 210	WORK DAYS USED: 220
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 105%
PROJECT AUTHORIZATION: $3,555,313.59		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%
EXCLUSIVE OF ENGINEERING: $3,302,451.66	ENGINEERING AUTHORIZATION: $252,822.33	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $3,147,769.14	ENGINEERING COST TO DATE: $315,275.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 97%
ESTIMATED PERCENT OVERRUN / UNDERRUN: 2.6 %	PERCENT OF AUTHORIZATION: 125%	DATE PROJECT WAS COMPLETED: December 2, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
100%	100%	100%	100%	100%	100%		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	7.52	7.52	1.64	5.88	7.52
MILES PARTIALLY COMPLETED	7.52	7.52	1.64	5.88	7.52
MILES COMPLETED	7.52	7.52	1.64	5.88	7.52
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,429,500	362,600	25,700	20,500	89,900
TOTAL QUANTITIES CORRECTED TO DATE	1,333,350	332,650	12,316	16,380	72,920
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,333,350	332,650	12,316	16,380	72,920
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	Stru.	Signs						
PERCENT	100%	100%						

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY 28	Showers			
TUESDAY 1	Snow Shrs.			
WEDNESDAY 2	Snow Shrs.			
THURSDAY 3	Ptly. Cldy.			
FRIDAY 4	Cloudy			
SATURDAY				

RECEIVED

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The project was completed on Thursday, December 2, 1965.
The Semi-Final est. was submitted March 1, 1966.

SIGNED _____ LOCATION Roseburg

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP*F216

RECEIVED
JAN 14 1966
FOR FILING

January 13, 1966

Roy L. Houck Sons' Corp.
2585 - 20th St., N.E.
Salem, Oregon

Gentlemen:

Final inspection has been made by the Bureau of Public Roads on the Sutherlin Jct. - Winchester Section of the Pacific Highway in Douglas County, Contract No. 6350, FA Project I-5-3(56) 130.

The contract work has been completed to the satisfaction of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

VG:dc

cc: R. L. Porter
C. H. Maison
F. D. Morgan
L. H. Young

RECEIVED
DEC 27 1965
FOR FILING

I C-3

6358

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 23, 1965

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

SUBJECT: Power Pole Relocation
Sutherlin-Winchester Section
Pacific Highway
Douglas County
Project No. 1-5-3(56)130

☐ Building

Recently our office was requested to notify Pacific Power and Light Company of a necessary adjustment of certain of its power poles on the above project.

In the course of investigation to determine at whose cost this adjustment should be made Mr. Hershberger developed the facts and conclusions contained in his letter of December 17, a copy of which is attached hereto.

Based on these facts I agree with Mr. Hershberger's conclusion and I am calling the matter to your attention due to the possibility of some question being raised by the Bureau of Public Roads.

G. E. ROHDE
Chief Counsel

GER:hg
Attachment

orig to Morgan to handle
copies to Young,
Maison,
+ astrup
12-27-65

RECEIVED
DEC 24 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20 REV 8-65 SP*6470-784

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 17, 1965

To: Mr. G. E. Rohde
Chief Counsel

O f f i c e

SUBJECT: Power Pole Relocation
Sutherlin-Winchester Section
Pacific Highway
Douglas County
Project No. I-5-3(56)130

Subject power pole which is owned by Pacific Power and Light Company was adjusted by the Company in 1964, as requested by the Department. Said adjustment was a nonreimbursable move for the Company. There were two projects in the area; one a grading project and the second was a roadside improvement project. The two projects overlapped so far as time is concerned. When it came time to perform the roadside improvement work, the grading contract was not completed so that the access control fence was not constructed although it was shown on the construction plans in a location which made the new location of the pole nonconflicting. After the roadside improvement work was completed, it was determined that merely for appearance of the project a relocation of the access control fence to a location further from the centerline of the highway and outside of subject relocated pole would be more desirable. The new location of the access control fence now causes the relocated pole to be inside the access control fence and thus is in conflict with the project requirements. In accordance with the Interstate System rules therefore, subject pole must again be adjusted.

The proposed second adjustment of this pole appears to be caused by a lack of communication between two of our engineering sections, i. e. the group planning the construction phase and the group planning the roadside improvement project. It is evident that to require the Company to adjust this pole a second time within two years would constitute an unreasonable and arbitrary exercise of the police power of the State. No part of the cost of the proposed second adjustment of this pole should be charged to the Company. Because of the present difference of opinion concerning its participation by the Bureau of Public Roads in costs for second adjustments of facilities, the Department will probably be cited on this item.

J. N. Hershberger

J. N. HERSHBERGER
Utilities & Railroad Attorney

JNH:ja

cc: Frank C. McKinney

RECEIVED
JAN 11 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 6, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on Dec. 2, 1965, on Contract No. 6358, Sutherlin Jct.-Winchester Section, in Douglas County, in connection with Federal-Aid Project Number I-5-3(56)130.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: January 3, 1966

Conditions noted on above date:

The project was inspected on December 14, 1965 and found to be satisfactorily completed.

PVR/

RECEIVED
JAN 6 1966
OFFICE OF

A. W. Parsons
Division Engineer

By: M. E. Martin
District Engineer

REFERRED TO
By Asst. State Hwy. Engr.
1-11-66

RECEIVED
OCT 8 - 1965
FOR FILING
I-5-3(69)130

October 7, 1965

Mr. A. E. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Labor Compliance

Dear Sir:

As requested in your letter of September 1, we have investigated the labor compliance complaint filed by Mr. D. L. Thayer against Solomon Aichele, subcontractor to Roy L. Houck. Mr. Thayer in his complaint lists three projects: Oregon I-5-3(69)130, I-5-3(56)130 and I-5-2(42)76.

The Resident Engineer on I-5-2(42)76 advises that although Aichele does have a subcontract on this project, no work had been performed prior to the date of Mr. Thayer's complaint. On I-5-3(69)130, no work was started on the contract until August 30, 1965, which was considerably after the filing of Mr. Thayer's complaint. On Oregon I-5-3(56)130, Mr. John Hegedorn, Resident Engineer, has made a thorough investigation and advises that he can find no evidence of any violation of the Work Hours Act of 1962. Mr. Hegedorn has issued instructions to his men that each man on Aichele's crew shall be interviewed and time will be kept for each man for each classification that he may work under. Also, a letter has been written to Aichele advising him that each man who may work at more than one classification in a day shall be paid for each classification and the information accurately shown on the payroll.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
L. R. Chandler

By

F. S. Klaboe
Assistant State Highway Engineer

EAP:jkk

FORM E-30 50M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 5, 1965

SUBJECT: Labor Compliance

To: Mr. F. B. Klaboe
Ass't. State Highway Engineer

BUILDING

In accordance with the Bureau of Public Roads' letter of September 1, 1965, we have had investigated the complaint of Mr. D. L. Thayer against Soloman Aichele pertaining to violation of the Work Hours Act of 1962.

Mr. Thayer in his complaint listed 3 projects which will be discussed below:

I-5-2(42)76 Glendale Junction-Coyote Creek Contract No. 6519 - The resident engineer advises that although there was a subcontract to Aichele Landscaping no work had been performed prior to the date of Mr. Thayer's complaint.

Oregon I-5-3(69)130 Sutherlin Junction-Winchester Contract No. 6667 - No work had been performed on this contract until August 30, 1965. Since Mr. Thayer's complaint was dated August 25, he apparently is erroneous in mentioning this contract.

Oregon I-5-3(56)130 Sutherlin Junction-Winchester Contract No. 6358 - Mr. Hagedorn, Resident Engineer, has investigated this matter and advises that he can find no evidence of any noncompliance with the Work Hours provisions.

A copy of his letter is attached. Also attached is a rough draft of a letter to the Bureau of Public Roads.

F. D. Morgan
Construction Engineer

By Edwin A Pease

E. A. Pease
Construction Office Engineer

EAP:jkk
Attach.

NOTED
F. B. KLABOE
11/1

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 29, 1965

SUBJECT: Labor compliance complaint of
Duane L. Thayer
Employer: Solomon Aichele
Sutherlin Jct.-Winchester
Contract No. 6358

To: L. R. Chandler
Division Engr.

Duane Thayer is shown on Aicheles payroll as a laborer @ $3.10/hour (correct rate for this project) for the period August 8 through 13 and August 16 & 17, 1965. The payroll shows 8 hours straight time for each of the 7 days worked during that period.

State inspector Jack Trout states that the actual working time on the seeding and mulching on the project did not exceed 8 hours per day. He did not check, nor did he have any knowledge of any time that any of Aicheles men may have spent servicing their equipment.

The inspector interviewed two of Aicheles men on August 17, one of which was Thayer. Both men stated that they were laborers and that is what they were doing at the time of the interview. Mr. Trout also stated that Mr. Thayer did drive a truck and operate the hydro-seeder a portion of the time he was working. This aspect was not mentioned in Mr. Thayers complaint but will be checked.

The wage rates were posted on the job at the prime contractors office. This is the only office on the project.

Aicheles crew again moved onto the project this date. I have given instructions that each man will be interviewed and time will be kept for each man for each classification that he may work under. A letter will be written to Aichele and his foreman reminding him that his employees must be paid at the rate specified for the work that they do and that if a man works at more than one classification in a day he must be paid for each classification and that this imformation must be shown on the payroll.

J. R. Hagedorn
Res. Engr.

Form CD-121 (11-63) (Prea. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

1164

SEP 3 65

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 1, 1965

In reply refer to: 08-35.EC/420.25

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

KLAEDE

SUBJECT: Labor Compliance

We have received a labor compliance complaint through our Regional office from the Portland Office of the Department of Labor. This complaint is against Soloman Aichele, subcontractor to Roy L. Houck Sons on Oregon Projects I-5-3(69)130 and I-5-3(56)130. The complaint appears to be violation of the Work Hours Act of 1962.

Please investigate this complaint as submitted by Mr. D. L. Thayer on USDL Form SOL 161(a) and initiate the appropriate action to correct any violations discovered.

Kindly keep this office informed of your progress so we may complete our files and also inform the Department of Labor.

Attachments

RECEIVED
SEP 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO
Morgan-Young
BY ASST. STATE HWY. ENGR.
9-3-65.

M - please investigate and advise me. R/D
2 wks.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

412 Mohawk Building
222 S. W. Morrison Street
Portland, Oregon 97204

August 26, 1965

Mr. A. W. Parsons
Division Engineer
Salem, Oregon

I. E. Gillson
08-00.56 Executive Officer
Portland, Oregon

Labor compliance complaint

Attached are copies of a complaint filed with the local office of the Department of Labor against Soloman Aichele dba Aichele Landscaping Company, subcontractor to Roy L. Houck Sons Corpn. on Oregon Interstate projects, I-5-3 (69)130, I-5-3(56)130 and/or any others.

Please have the State investigate and report on this complaint and the labor compliance of this subcontractor regarding the other employees also on Interstate project work.

Attachments

UNITED STATES GOVERNMENT

Memorandum

317 U. S. Courthouse, Old
Portland, Oregon
August 25, 1965

TO: Howard Sedgwick, Labor Compliance Officer
Bureau of Public Roads, Portland, Oregon

FROM: Frank B. Reeder, Field Office Supervisor
Wage & Hour & Public Contracts Divs.

SUBJECT: Solomon Aichele dba
Aichele Landscaping
11360 S. E. Stephens Road
Portland, Oregon

In accordance with our telephone conversation this date, I am attaching a complaint on USDL Form SOL 161(a) received from Duane Thayer alleging that this firm employed him in violation of the Contract Work Hours Standards Act, and perhaps also in contravention of the prevailing wage requirements of the Davis-Bacon Act.

I will appreciate your initiating appropriate action through the channels available to you to check the validity of this complaint, and take such action as may be required to correct any violations disclosed.

Attch.

AICHELE LANDSCAPING

NAME [illegible]
PERIOD ENDING 8/14/65

TOTAL EARNINGS →		134 00
OLD AGE BENEFIT	4	02
FEDERAL W.H. TAX	5	40
STATE W.H. TAX	2	40
S.I.A. ON UNEMP. INS.		20
TOTAL DEDUCTED →		14 82
NET PAY CHECK →		119 18

EMPLOYEE DETACH AND KEEP THIS EARNINGS STATEMENT

AICHELE LANDSCAPING

NAME [illegible]
PERIOD ENDING [illegible]

TOTAL EARNINGS →		[illegible]
OLD AGE BENEFIT	[illegible]	[illegible]
FEDERAL W.H. TAX	[illegible]	[illegible]
STATE W.H. TAX	[illegible]	[illegible]
S.I.A. ON UNEMP. INS.	[illegible]	[illegible]
[illegible]	[illegible]	
TOTAL DEDUCTED →		[illegible]
NET PAY CHECK →		[illegible]

EMPLOYEE DETACH AND KEEP THIS EARNINGS STATEMENT

RECEIVED
NOV 1 - 1965
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date OCT 4 1965
W. E. Martin
U.S. Bureau of Public Roads

Project Name Sutherlin Jct.-Winchester Date Sept. 30, 1965

Highway Pacific Contract No. 6358

County Douglas Prefix 610-1092

Contractor Roy L. Houck Sons' Corp. F. A. Project No. I-5-3(56)130

Address PO Box 671, Salem, Oregon Order No. 12

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Furnish Type 3 fence materials.

Location by station numbers:

1804 - 1839 Rt.; 1838 - 1856 Lt.

Estimate of quantities and cost:

Line, brace and corner posts - - - - - - - $1,300.00
Barbed wire - - - - - - - - - - - - - - - - 150.00
Net Cost to Project - - - - - - $1,450.00

(Percentage allowed contractor will be in accordance with executed contract for the project.)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This order covers the furnishing of Type 3 fence materials, as set forth in the special provisions under "Construction and Reconstruction of Right of Way Fence", pages 38 - 40. The salvaged posts and barbed wire are unusable due to factors beyond the control of the contractor. The materials furnished will meet the requirements as defined in the standard specifications and special provisions.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$3,555,313.99
Present estimate of project cost, including $1,450.00 for work under this order	$3,555,313.99
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. L. Hagedorn, Resident Engineer

Approval Recommended: /s/ John A. Bond, for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Jay B. Boyd, Division Engineer

Approved /s/ L. H. Young, Assistant State Highway Engineer or Office Engineer.

State Printing

RECEIVED
SEP 27 1965
FOR FILING

I-5-3 (56)130

6358

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date 1965 By W.E. Martin
Title Div. Engineer
U.S. Bureau of Public Roads

Project Name Sutherlin Jct.-Winchester Date August 31 19 65

Highway Pacific Contract No. 6358

County Douglas Prefix 610-1092

Contractor Roy L. Houck Sons Corp. F. A. Project No. I-5-3(56)130

Address P. O. Box 671, Salem, Oregon Order No. 11

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Beautification grading work outside of work areas shown on plans.

Location by station numbers:

"N" 1797 to 1800 rt.
"D" 1797 to 1800 lt.
"L" 1809 to 1811+50 lt.
"L" 1954 to 1957 lt.

Estimate of quantities and cost:

Equipment rental	$ 750.00
Labor	250.00
Total Net Cost to Project	$1,000.00

(Maximum equipment rates allowable will be as per State-A.G.C. agreement)
(Percentage allowed contractor will be in accordance with executed contract for the project.)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This is for the grading of small areas outside of the work areas as designated on the plans. These are rocky, unkempt areas at the Sutherlin interchange which must be improved to accommodate the planting work (Roadside Improvement) which is to be done in the near future. The work has not begun.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 3,555,313.99
Present estimate of project cost, including $ 1,000.00 for work under this order	$ 3,555,313.99
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. L. Hagedorn, Resident Engineer

Approval Recommended: /s/ John A. Bond for, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

RECEIVED
AUG 18 1965

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6258

DATE: August 16, 1965

In reply refer to: 08-35.7

X-file: I-5-3(56)130

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(53)130, Sutherlin-Winchester
Lease of Right of Way, File 37897, Hoffmeister

It has come to our attention that the State may lease 2.47 acres of this parcel, the major portion of which was purchased for slide control, with the possibility of a sale if and when the slide becomes stabilized.

Paragraph 5q of PPM 21-4.1 indicates private use of right of way shall be prevented and Paragraph 5r requires our approval to lease right of way held for future construction. If this portion of the Interstate right of way is to be leased our advanced review and concurrence should be secured.

ROUTED TO
Morgan - Mechring - Young
ASST. STATE HWY. ENGR.
5-18-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

Form R-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUN 3 1965 By W. E. Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Sutherlin Jct.--Winchester Date June 1, 1965

Highway Pacific Contract No. 6358

County Douglas Prefix 610-1092

Contractor Roy L. Houck Sons' Corp. F. A. Project No. I-5-3(56)130

Address P. O. Box 671, Salem, Oregon Order No. 10

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Excavate and remove failed surfacing of the existing highway.

Location by station numbers:

Throughout the project.

VOIDED
E. B. KLABON

Estimate of quantities and cost:

Labor	$150.00
Equipment rental	350.00
Total	$500.00 NET COST

(Maximum equipment rates allowable will be as per State-A.G.C. agreement.) (Percentage allowed contractor will be in accordance with executed contract for the project.)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This order covers the removal of numerous surfacing failures that are present in the existing pavement and must be corrected before the leveling, patching and overlay can be placed. The work has not begun. Telephone approval received June 3, 1965 to proceed from Mr. Riedl, BPR & Mr. Decker.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$3,555,313.99
Present estimate of project cost, including $ 500.00 for work under this order	$3,555,313.99
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. L. Hagedorn
Resident Engineer

Approval Recommended: /s/ John A. Bond
for
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Carl M. Williams
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer
Assistant State Highway Engineer
Office Engineer.

State Printing

Leigh Young 6-2-65

Form A-100—6M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUN 3 1965 By: W E Martin
Title Engr. of Agreements
U.S. Bureau of Public Roads

6358

Project Name Sutherlin Jct.-Winchester — Date June 1, 1965

Highway Pacific — Contract No. 6358

County Douglas — Prefix 610-1092

Contractor Roy L. Houck Sons Corp. — F. A. Project No. I-5-3(56)130

Address P. O. Box 671, Salem, Oregon — Price Agreement No. 9

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

Furnish and place asphaltic concrete for patching existing pavement.

Locations by station numbers:

Throughout the project.

Names of pay items, estimated quantities and agreed prices:

Asphaltic concrete mixture, including asphalt in mixture,
150 tons @ $8.50/ton . . . . . .$1,275.00.

NET COST TO PROJECT $1.275.00

Specifications, basis of measurement and other provisions:

Standard specifications as supplemented and modified by the special provisions for this contract to apply. The mixture shall contain 6% asphalt cement. The work has not begun.

Telephone approval received from Decker & Riedl to proceed, June 3, 1965

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization	$3,555,313.99
Present estimate of project cost, including $1,275.00 for work under this order	$3,555,313.99
Expected under-run / over-run (amount)	$ 0
Expected under-run / over-run (per cent)	0

Space to right of this line is for use of Salem Office

Submitted by: /s/J. R. Hagedorn — Resident Engineer

Approval Recommended: /s/ Carl M. Williams — Division Engineer

Approval Recommended: /s/ John A. Bond for — Construction Engineer or ~~Bridge Engineer~~

Signed ____ — Contractor

/s/ James E. Houck

Approved: /s/ L. H. Young — ~~Deputy State Highway Engineer~~, Assistant State Highway Engineer or Office Engineer.

State Printing

Orig & 4 yellow 6-21-65

RECEIVED
APR 22 1965
From Engineer

FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Sutherlin Jct.-Winchester ..... Date April 7, 1965

Highway Pacific ..... Contract No. 6358

County Douglas ..... Prefix 61[illegible]-1092

Contractor Roy L. Houck Sons' Corp. ..... F. A. Project No. I-5-3(56)120

Address P. O. Box 671, Salem, Oregon ..... Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Slide Removal

Location by station numbers:

1884 to 1890 Rt.

Estimate of quantities and cost:

Labor	$ 20,000.00
Equipment Rental	79,500.00
Materials & Supplies	500.00
	$100,000.00

NOTED
F. B. KLABOE

NET EFFECT ON PROJECT COST, PLUS $100,000.00
(Maximum equipment rates allowable to be as A.G.C.-State agreement)
(Percentage allowed contractor will be in accordance with executed contract for the project)

noted

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This is for removal and correction of a slide which has occurred above and beyond the staked neat section of a cut. The contractor will not negotiate a price agreement. The work has not begun.

7

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		For use of this line if needed in Salem Office
Project authorization	$3555,313.99	
Present estimate of project cost, including $100,000.00 for work under this order	$3555,313.99	
Expected under-run / over-run amount	$ 0	
Expected under-run / over-run per cent	0	

Submitted by: /s/ J. H. Hagedorn
Resident Engineer

Approval Recommended: /s/ D. J. Barbee
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quirer II
Division Engineer

Approved /s/ L. H. Young
Assistant State Highway Engineer or Office Engineer

State Printing Orig to Young 4-23-65

RECEIVED
APR 8 - 1965
FOR FILING

Form E-208—5M

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project limits
Date ... ME Martin
U.S. Bureau of Public Roads

Project Name Sutherlin Jct.-Winchester ..... Date March 29, 1965

Highway Pacific ..... Contract No. 6358

County Douglas ..... Prefix 610-1092

Contractor Roy L. Houck Sons' Corp. ..... F. A. Project No. I-5-3(56)130

Address P. O. Box 671, Salem, Oregon ..... Order No. 8

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Clearing and Grubbing

Location by station numbers:

1884 to 1890

Estimate of quantities and cost:

Equipment rental	$1,500.00
Labor	900.00
Material & Supplies	100.00
Total	$2,500.00

Net effect on project cost - plus $2,500.00

(Maximum equipment rates allowable as per A.G.C.-State agreement) (Percentage allowed contractor will be in accordance with executed contract for the project)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This is for clearing and grubbing only and does not include slide removal or any other corrective work. The slide has occurred beyond the staked cut lines. The contractor will not negotiate a price for this type of work. The work has not begun.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$3555,313.99
Present estimate of project cost, including $2,500.00 for work under this order	$3555,313.99
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. F. Hagedorn
Resident Engineer

Approval Recommended: /s/ D. J. Barbee
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
Assistant State Highway Engineer
Office Engineer

State Printing Orig Yellow 4-8-65

RECEIVED
MAR 31 1965
FOR FILING

FORM E-30X—50M—12-63 84077

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1965

SUBJECT: Signing Installation
Sutherlin-Winchester Section
Pacific Highway No. 1 - I-5
Contract No. 6358

To: F. D. Morgan
Construction Engineer
O F F I C E

3351

We have been instructed to add city limits signs for Sutherlin on the above named section. The attached plans show the additions to the signing necessary to accomplish this change.

The Bureau of Public Roads has approved the installation of these signs as a participating item in their letter of March 23, 1965. The estimated cost is $1,562.41 based on an extension of contract bid prices.

Would you please have the contractor make these additions.

F. B. Crandall
Traffic Engineer

DPD:ji
Attachments
cc: Tom Edwards - TE 3351

Form CD-12f (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. Edwards

DATE: March 23, 1965

In reply refer to: 08-35.DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: ME Martin
M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-3(56)130,
Sutherlin Junction - Winchester Section,
Pacific Highway

Reference is made to Mr. Edwards' letter, dated March 1, 1965, and further reference is made to his letter of February 11, 1965 and our reply thereto, dated February 17, 1965, relative to his request that we approve the installation of "Entering Sutherlin" and "Leaving Sutherlin" signs on the subject project, under a Price Agreement, and authorize full Federal-aid participation in the cost thereof.

We agree with Item 1 of his March 1 letter.

Under Item 2, we find that in at least one instance these types of signs were added to the project work under an approved Price Agreement. In other instances their installation was included in the approved signing plans.

We do not concur that Items 3 and 4 are sound justification for installation of such signs.

However, since we now find that we have previously approved, for Federal-aid participation, the installation of similar signs under a Price Agreement, we will also approve such installation on the subject project, only in order to avoid discrimination against any community. Federal-aid participation is limited to the pro rata share of the cost of the work at contract unit bid prices.

On future projects, if this type of sign is desired, its installation should be included in the project signing plans if Federal-aid funds are expected to participate in the cost thereof.

Transmitted Pls expedite Report when done

RECEIVED
MAR 24 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 25 1965
TRAFFIC ENGINEERING

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 30 1965
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement. Additional funds are req'd.
Date MAR 10 1965 By W E Martin
Title Div. Engineer
U.S. Bureau of Public Roads

Project Name Sutherlin Jct.-Winchester
Highway Pacific
County Douglas
Contractor Roy L. Houck Sons' Corp.
Address PO Box 671, Salem, Oregon

Date March 3, 1965
Contract No. 6358
Prefix 610-1092
F. A. Project No. I-5-3(56)130
Order No. 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Slide Removal and rock backfill.

Location by station numbers:

2045 to 2058 Lt. and Rt.
2051+50 to 2053+50 Rt. (Rock backfill)

Estimate of quantities and cost:

Labor	$1,250.00	
Equipment Rental	3,750.00	
	750.00	(15%)
Net effect on project cost	$5,750.00	

(max. equip. rates allowable will be as per State-AGC agreement) (Percentage allowed contractor will be in accordance with executed contract for the project.)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Slide pop-outs have occurred on both the existing and newly constructed cuts - must excavate and backfill (right only) beyond staked neat line. The work has not begun.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 3,555,313.99
Present estimate of project cost, including $ 5,750.00 for work under this order	$ 3,555,313.99
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. L. Hagedorn, Resident Engineer

Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien, Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer or Assistant State Highway Engineer, Office Engr.

State Printing Copy to Young 3-30-65

RECEIVED
MAR 2 - 1965

March 1, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street
Salem, Oregon

Your File: OS-35.4-DB

Dear Sir:

Your letter of February 16 denies our request for installation of "Entering Sutherlin" and "Leaving Sutherlin" signs on a cost participating basis.

It is difficult to understand denial of our request in light of the fact that this type of signing is permissible according to the Manual and past practices. I cite the following:

1. The sign is permissible according to the Manual.

2. In prior FAI participating projects, this type of sign has been included with respect to some seven incorporated cities, namely,

CITY	POPULATION
Portland	376,531
Roseburg	14,017
Canyonville	1,135
Medford	26,547
Hood River	3,761
The Dalles	10,834
Eugene	67,396

3. In the instance of a town which is bypassed in the manner in which Sutherlin is, these signs are, in truth, an aid in lessening the economic impact on a city from which the main

travel route has been removed. Sutherlin's population is 2,812 and most certainly rates the same consideration that is applicable to the cities of Canyonville and Hood River.

4. These signs do serve a definite need and purpose as a point of reference on the part of enforcement officers, accident reporting, speed zone jurisdiction, et cetera.

In view of the foregoing enumerated points, disapproval in this matter appears inconsistent, illogical and capricious. It is requested that you reconsider and that approval will be forthcoming.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall

FBC:njc/TE:jwa

"Entering" - "Leaving" City limit Signs Installed on Interstate

City	Population	
Portland	378,531	✓
Roseburg	14,017	✓
Canyonville	1,135	✓
Medford	26,547	✓
Hood River	3,761	✓
The Dalles	10,834	
Eugene	67,396	

(Sutherlin Pop. 2,812)

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Hwy. Engineer
Salem, Oregon Attn.: Mr. Edwards

DATE: February 17, 1965

In reply refer to: 08-35.4-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-3(56)130
Sutherlin Junction - Winchester Section
Pacific Highway

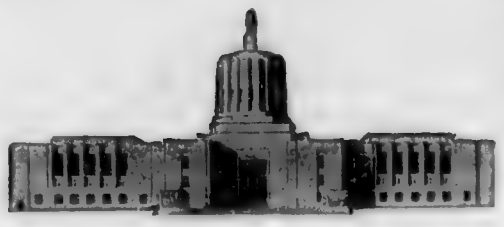
Reply is made to Mr. Edwards' letter, dated February 11, 1965, requesting our approval of Federal-aid participation in the cost of furnishing and installing "Entering Sutherlin" and "Leaving Sutherlin" signs on the subject project.

While the installation of this type sign is permissible, we consider that they are, generally, superfluous and add nothing to the control and guidance of traffic. Therefore, we are not approving the participation of Federal funds in the cost of their installation. However, we will not object to their installation financed with other than Federal funds.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
FORM E-123X 50M 2-64
MAR 2 - 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 18, 1965

Thomas C. Hartfiel
Attorney at Law
1363 West Harvard Avenue
Roseburg, Oregon 97470

Dear Mr. Hartfiel:

This is to acknowledge receipt of your letter of February 16 addressed to Mr. Tom McCall, Secretary of State, and attached Notice of Claim of Porter's Excavating advising that Douglas Construction Company, sub-contractor, owes them $1,429.00 for labor and "Cat" rental.

This appears to be in reference to State Highway Contract No. 6358, Roy L. Houck Sons' Corporation, for grading, paving, structures and signing on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County.

The surety on this project is the General Insurance Company of America through Huggins Insurance Agency, 373 Church Street, N. E., Salem. We will notify them of the receipt of this claim and we will also forward the claim to the Secretary of State for filing.

NOTED ON CARD

Please let us know when their claim has been paid so that we can clear our records.

Claim File 4110

FILED
FEB 19 1965
TOM McCALL
SECRETARY OF STATE

RECEIVED
FEB 19 1965
TOM McCALL
SECRETARY OF STATE

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf
cc: General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Huggins Insurance Agency
373 Church Street, N. E.
Salem, Oregon

Roy L. Houck Sons' Corp.
P. O. Box 671
Salem, Oregon

Mr. Jackson
Mr. Simpson

Hon. Tom McCall
Secretary of State
121 State Capitol Building
Salem, Oregon
(P. S. Please acknowledge receipt of this claim on the enclosed copy of this letter.)

RECEIVED
FEB 2[illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

NOTICE OF CLAIM

To: Oregon State Highway Commission
% Floyd Query, Secretary
Salem, Oregon.

NOTICE HEREBY IS GIVEN That the undersigned Floyd Porter, doing business as Porter's Excavating, P. O. Box 245, Sutherlin, Oregon, has a claim for labor and "Cat" rental supplied to Douglas Construction, Sutherlin, Oregon, a subcontractor, between the 13th day of March 1964 and the 15th day of June 1964, on Highway No. 5 at Deady-Wilbur Interchange in the sum of One Thousand Four Hundred Twenty-Nine Dollars ($1,429.00) against the bond taken from Roy L. Houck Sons' Corporation, P. O. Box 671, Salem, Oregon, Prime Contractor, and its Surety, General Insurance Company of America, Portland Service Office, 209 S.W. 4th Avenue, Portland, 4, Oregon, for the work of grading, paving, structures and signing on the Sutherlin Junction-Winchester Section of the Pacific Highway in Douglas County, Oregon, in connection with State Highway Contract No. 6358.

Floyd Porter
PORTER'S EXCAVATING

P. O. Box 245, Sutherlin, Oregon.

STATE OF OREGON,)
) ss.
County of Douglas.)

I, Floyd Porter, being first duly sworn, on oath say that I am the owner of Porter's Excavating, named in the foregoing claim, that I have personal knowledge of the facts therein set out; that I know the contents thereof, and believe the same to be true.

Floyd Porter

Subscribed and sworn to before me this 15th day of February, 1965.

J. G. Hartzell
Notary Public for Oregon.
My Commission Expires: April 22, 1965.

RECEIVED
FEB 17 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 15 1965
FOR FILING

6358

February 11, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Drawing
H 5-- 14

Dear Sir:

With respect to signing on Interstate 5 at the Sutherlin Interchange, at the time the contract was let the portion of Interstate 5 within the corporate limits of Sutherlin was only a short section and by reason thereof "Entering" and "Leaving" Sutherlin signs were not specified.

Subsequently, and by reason of annexation, there is a considerably extended section of Interstate 5 lying within the corporate limits of Sutherlin and installation of standard "Entering" and "Leaving" signs appears in order. I refer you to the attached TED Drawing No. 3-299 whereon is indicated the additional installations. The estimated cost, based on current contract bid prices, is $1,562.41.

It is requested that the installations be approved on a participating cost basis.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachment

bc Forrest Cooper
R. L. Porter
F. B. Crandall
F. D. Morgan

FBC:njc jwa

RECEIVED
JAN 1 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 27, 1965

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, S.E.
Salem, Oregon

File No. 34776-Holcomb
Sutherlin-Winchester
Section
Pacific Highway
Douglas County

Dear Sir:

Reply is made to your letter of January 13, requesting additional information in support of a damage claim for loss of a water supply.

This letter will advise you that additional documentation in support of the State's action has been secured and placed on the file.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:LAH:mk

cc: L. P. Shaw
L. H. Young
G. E. Rohde

NOTED
LLOYD P. SHAW

RECEIVED
JAN 19 1965
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon 97301

January 13, 1965

08-35.7

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
T. Doc
Eng. Coordinator

T. Doc
Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-3(53)130, Sutherlin Winchester
File 34776, Holcomb

We have noted a $700 settlement of this case in payment for damages to a well as a result of highway construction. The only estimate of the damages which appears on the file is by Mohr Well Drilling in the amount of $166.50, dated December 3, 1964. However, the negotiation record does contain a comment attributed to Mr. Mohr that the cost could equal $709 based upon some unknown contingencies.

Before recommending Federal participation in the settlement we require that an estimate in support of it be prepared by Mr. Mohr or any other competent person, and submitted for our review.

Orig & Copy
1-14-65

Copy to Geog
1-19-65

RECEIVED
JAN 21 1965

Form E 200 804

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement to Federal funds participation.
Date JAN 8 1965 [signature] Title Dist. Engineer
U.S. Bureau of Public Roads

For final

Project Name Sutherlin Junction-Winchester Date January 8, 1965

Highway Pacific Contract No. 6358

County Douglas Prefix 610-1092

Contractor Roy L. Houck Sons' Corp. F. A. Project No. I-5-3(56)130

Address P. O. Box 671 Salem, Oregon Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove slide and construct rock inlay.

Location by station numbers:

1840 to 1843 Rt.

Estimate of quantities and cost:

Equipment Rental	$20,000.00
Labor	7,000.00
Materials and Supplies	3,000.00
Total	$30,000.00

Net effect on project cost ...plus $30,000.00
(Maximum equipment rates allowable will be as per AGC-State agreement)
(Percentage allowed contractor will be in accordance with executed contract for the project)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Slide has occurred beyond the neat lines of a completed cut. Contractor will not negotiate a Price Agreement for work of this nature. Upon instructions from Division Office, verbal approval was obtained from Paul Riedl, BPR, January 8, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$3,555,313.99	
Present estimate of project cost, including $30,000.00 for work under this order	$3,555,313.99	
Expected under-run / over-run amount	$ 0	
Expected under-run / over-run per cent	0	

Submitted by: /s/ J. R. Hagedorn
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Carl M. Williams
Division Engineer

Approved /s/ L. H. Young
Office Engr. Deputy State Highway Engineer or Assistant State Highway Engineer

State Printing Copy to Young 1-21-65

477 Cottage Street N.E.
Salem, Oregon 97301

November 27, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
M. E. Martin
Dist. Engineer

By: M. E. Martin
District Engineer

A. U. Parsons, Division Engineer
Salem, Oregon

Sutherlin Jct.-Winchester Section
of Pacific Highway
Oregon Project No. I-5-3(56)130
State Force Order No. 7 - Temporary Signing

Reference is made to your letter dated November 20, 1964 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with FPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the order is returned herewith.

Attach.

Original to Young
with attach!
12-2-64

RECEIVED
DEC 2 - 1964

477 Cottage Street, N.E.
Salem, Oregon - 97301

November 25, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

08-35.4-BB

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-3(56)130
Sutherlin Junction-Winchester Section of Pacific Highway
Proposed locked gate access

Your proposal to construct a locked gate access to the Winchester scale site has been approved by the Federal Highway Administrator.

It is understood that this access is exclusively for the use of State Police and weighmasters, and that Federal funds will not participate in any costs involved.

Original To Young
12-2-64

RECEIVED
NOV 23 1964
FOR FILING

November 20, 1964

Mr. A. E. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 7, Account No. 274, covering temporary signing on the Sutherlin Jct.-Winchester Section of the Pacific Highway in Douglas County, Contract No. 6358 in connection with Federal-Aid Project No. I-5-3(56)130.

Recent construction in the Sutherlin interchange area has rendered the existing signing obsolete. In some instances, signs had to be removed.

The permanent signing cannot be installed until next summer due to construction still in progress.

Traffic is using the highway and interchange at the present time and it is necessary to provide temporary signing to guide and control traffic in the interchange area. The contractor is not equipped to do this work. The State has the necessary special equipment and crews available to do the work more economically than by separate contract. Performance of the work by State forces is in the public interest.

Your approval of this order on actual cost basis under the provisions of FPM 21-6.3 is requested.

The total estimated amount of the order is $800.00 with Federal participation of $720.00.

This work was verbally recommended for approval by the BPR Area Engineer November 13, 1964. Your approval as of that date is requested.

Very truly yours,
Forrest Cooper
State Highway Engineer

By

L. E. Young
Office Engineer

EWT:mmh

RECEIVED
NOV 13 1964

FOR FILE

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Sutherlin Jct.-Winchester ..... Date October 16, 1964

Highway Pacific ..... Contract No. 6358

County Douglas ..... Prefix 610-1092

Contractor Roy L. Houck Sons' Corp. ..... F. A. Project No. I-5-3(56)130

Address P. O. Box 671, Salem, Oregon ..... Order No. 5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Slide removal and rock backfill.

NOTED
LLOYD P. SHAW

Location by station numbers:

1925

Estimate of quantities and cost:

Labor	$ 475.00
Equipment Rental	1,650.00
Total	$2,125.00
Net Effect on Project Cost ..... Plus	$2,125.00

(Maximum equipment rates allowable will be as per A.G.C.-State agreement. Percentage allowed contractor will be in accordance with executed contract for the project.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Slide popout has occurred involving 2 benches of cut. Must excavate and backfill beyond staked neat lines. Working room is limited.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$3,555,313.99
Present estimate of project cost, including $2,125.00 for work under this order	$3,555,313.99
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. L. Hagedorn
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ John Quiner
Asst. Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer, Assistant State Highway Engineer~~ or Office Engineer.

State Printing Copy to Young 11-10-64

RECEIVED
OCT 8 - 1964
FOR FILING
6258

October 7, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Locked Gate Access
Sutherlin Junction-
Winchester Section
Pacific Highway
Oregon Project No. I-5-3(56)130

Dear Sir:

We are proposing to construct a locked gate in the access control fence on the right of Station "L" 2238 on the subject project. This gate would be used only by Weighmasters and State Police operating the Winchester scale site.

Attached is a sketch map showing in red the route which would be used to reach the scale site if the access is granted, in green if it is not granted. The scales are manned by personnel stationed in Roseburg. To reach the scale site without this access involves an 11-mile drive (5½ miles each way) utilizing the Dandy Interchange for a net out-of-direction trip of ten miles.

Your approval of this access is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

Attachments

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler
DES:fp: ajw

SUTHERLIN

Deady

Sutherlin Interchange

Deady Interchange

Richard Butte

Remove Existing Structure

Sutherlin Cr.

Stearns Ln.

T.25S.

T.26S.

1900

1950

2000

1708+00

CB 1861+10

CB 1861+88

LS 1869+3091

LS 1968+28.53

LS 1969+48.53

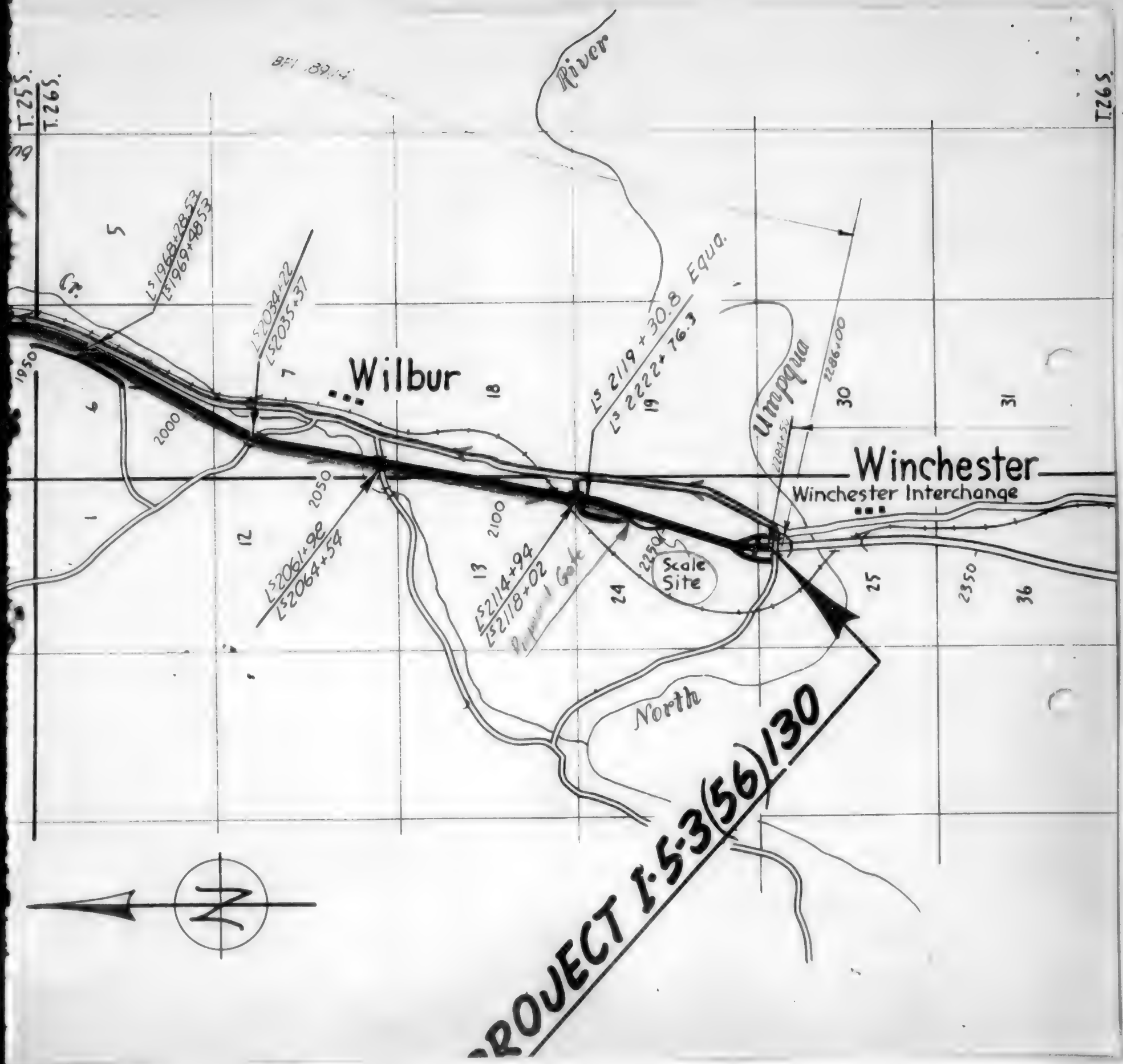
1796+40.39

1797+00.39

I-5 7'/37

BF 189'/1

I-5:3(56)130


T.25S.
T.26S.
River
Wilbur
Winchester
Winchester Interchange
Umpqua
Scale Site
North
PROJECT I-5-3(56)130
L 1968+28.53
L 1969+48.53
L 2034+22
L 2035+37
L 2119+30.8 Equa.
L 2222+76.3
L 2061+98
L 2064+54
L 2114+94
L 2118+02
1950
2000
2050
2100
2250
2286+00
2350
5
6
7
18
19
30
31
1
12
13
24
25
36

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 5, 1964

To:

Mr. L. P. Shaw
Assistant State Highway Engineer
BUILDING

SUBJECT: Locked Gate Access
Sutherlin Jct.-Winchester Section
Pacific Highway
Contract No. 6358

We have received a request for a locked gate access in the access control fence on the right of Station "Ls" 2238 on the subject contract.

This gate would provide access to the Winchester southbound scale site and would be unlocked and used only by Weighmasters and the State Police in their duties at the scales.

The attached sketch map shows in red the route which would be used to reach the proposed locked gate access and in green the route which would be required without the access. Personnel using this scale are stationed in Roseburg and without the proposed gate getting to the scale would involve a net 10-mile out of direction trip.

This has been discussed with the Area Engineer for the Bureau of Public Roads who has no objection to the plan, but has indicated that the matter will have to be forwarded through channels to Washington for approval. While this is not an earthshaking matter, it would be of interest to know Washington's reaction and the time it takes.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:fp
Attach.
cc L. R. Chandler

RECEIVED
OCT 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 2 2 1964
FOR FILING

I-5-2(7)130

Jon Ewart

CON MCE RSB 348 7-21-64 9 45

MORGAN
INFO HUNTER

WILBUR CUT ON I-T WAS SHOT AT 6:40 AM TODAY. SHOT CLOSED HIGHWAY. TRAFFIC IS BEING DIVERTED TO THE OAKLAND-SHADY SECONDARY AT DEADY AND WINCHESTER. WILBUR CUT CAN BE OPENED TO ONE WAY TRAFFIC BY ABOUT 11 AM HOWEVER IF TRAFFIC IS WORKING OK PLAN TO CONTINUE AS IS UNTIL LATER THIS AFTERNOON WHEN TWO WAY TRAFFIC CAN BE RXX RESTORED.

L W RULIEN
LF

NOTED
J. A. PHILLIPS

Approved _____

_____
Asst. State Hwy. Engr.

NOTED
To EDW[illegible]

RECEIVED
JUL 23 1964
Filing
6358

July 20, 1964

Floyd Porter dba
Porter's Excavating
Sutherlin, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of July 11 stating that Douglas Construction, Subcontractor, owes you approximately $1,500 for labor and "Cat" rental on Highway No. 5 at Deedy-Wilbur Interchange. Our records indicate this to be in connection with State Highway Contract No. 6358 with Roy L. Houck Sons' Corporation, Prime Contractor, for grading, paving, structures and signing on the Sutherlin Jct.-Winchester Section of the Pacific Highway in Douglas County.

This contract is approximately 15 per cent complete. The General Insurance Company of America, through Huggins Insurance Agency, 373 Church Street N. E., Salem, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

We do not have the name of the bonding company for Douglas Construction. We look to the prime contractor and his surety for completion of the contract and payment of bills.

If you wish to protect your claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

This information will be noted in our records and we will advise the surety and the contractor of receipt of your letter.

Yours very truly,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp
Enc.

CC:
General Insurance Company of America
Portland Service Office
209 S. W. 4th Ave.
Portland 4, Oregon

Huggins Insurance Agency
373 Church St. N. E.
Salem, Oregon

Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon

RECEIVED
JUL 20 1964
FOR FILING

FORM E-20X—50M—12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8, 1964

SUBJECT: Contract No. 6358
Sutherlin-Winchester Section

To: Mr. L. R. Chandler
Division Engineer
State Highway Engineer
P. O. Box 1128
Roseburg, Oregon 97470

Reference is made to a letter addressed to Resident Engineer J. R. Hagedorn, regarding contamination of pit area on subject project.

Please advise what steps are being taken to satisfy the complaints of contractor. I believe that proposal was that Beckley and Thomas would restore pit to original condition.

F. D. Morgan
Construction Engineer

FDM:bjm

cc: L. P. Shaw

RECEIVED
MAY 25 1964

FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

May 20, 1964

Original signed by
A. W. Parsons
Div. Engineer

08-33.7

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-3(56)130
Sutherlin Junction - Winchester
Exchange of Right of Way, File 35599 - Damron
(Mr. Noehring's April 15, 1964 letter)

Your proposal to exchange the parcel of right of way which is not necessary to accommodate the highway for three parcels which are necessary is hereby approved.

Mr. L. H. Young's March 17, 1964 letter forwarded Sheet 5 of the revised right of way plans and Sheet 7 of the revised construction plans for approval. In order to cover the section involved in this exchange it will be necessary to also submit a revised Sheet 6 of right of way plans and revised Sheets 6 and 8 of the construction plans.

Original to Wright
5-21-64
cc Young 5-25-64

RECEIVED
MAY 8 - 1964
FOR FILING
6-8-8

NOTED
R. L. PORTER

CON RSB 98 5-7-64 9 16

DECKER

SUTHERLIN-WINCHESTER 5//// CONTRACT 6358

LILLEBO, SUBCONTRACTOR STRUCK THIS AM. HAD STARTED POURING SLAB ON BOX CULVERT. WILL BE ABLE TO COMPLETE POUR.

BRUCE TAYLOR
LF :,.

RECEIVED
APR 21 1964

COMMISSIONERS
GLENN W. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

April 15, 1964

Project No. I-5-3(56)130
File No. 35599 - Damron
Sutherlin-Winchester Section
Pacific Highway
Douglas County

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

This will refer to your letter to Mr. Cooper dated April 7, 1964, concerning the disposal of a portion of Interstate right of way on the Sutherlin-Winchester Section.

At the present time, we have under condemnation a 3.6 acre taking from Mr. Vester N. Damron. Mr. Damron has agreed to settle by option provided we convey to him a 1.3 acre parcel which we previously acquired under Right of Way File Numbers 18971 and 18974. In both cases, we acquired an entire taking from each of the two owners. These takings were made in 1952. In 1954, we sold a large area, but retained for future needs the parcel which is presently being considered for trade.

No Federal funds were involved in the 1952 acquisition. Right of way for the current project is being acquired under Project Number I-5-3(53)130, Sutherlin-Winchester Section, Pacific Highway, Douglas County. This project is in an open status.

Construction is being accomplished under Project Number I-5-3(56)130, Sutherlin Junction-Winchester Section, Pacific Highway, Douglas County. This project is currently under construction.

Attached in triplicate are Sheet Numbers five and six of the right of way plans, whereon is shown outlined in red color, the three parcels to be acquired from Mr. Damron; and in green color, the parcel to be conveyed to Mr. Damron.

Attached also, are descriptions of the areas to be conveyed. The sheets show the access control lines as they will be after the acquisition has been completed.

Sufficient right of way will remain after the taking for present and future needs.

The interest of the public, in particular the citizenry of Oregon, will be served in this matter in that accomplishment of a trade will bring about a settlement without a proceeding in the courts. I realize that we are not to consider the condemnation aspect in arriving at settlements; however, the difference in value between the parcels which we require and the value of the parcel to be conveyed is $150. That is to say, our appraiser feels that the parcel which we plan to trade to Mr. Damron is worth $150. more than the parcel which we need. In my opinion, this is not a substantial difference, and as mentioned above, the interest of the public will be served by making the exchange.

Your concurrence in this matter is requested.

Very truly yours,

L. I. LINDAS
Chief Counsel

By D. Moehring

D. H. Moehring
Assistant Right of Way Engineer

DHM:gc
Attachments
cc - Lloyd P. Shaw
L. H. Young
L. I. Lindas
M. R. Mitchell

RECEIVED
APR 17 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 13 1964
FILING

477 Cottage Street NE.
Salem, Oregon 97301

April 7, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons
Division Engineer
Salem, Oregon

Oregon Project I-5-3(56)130
Sutherlin - Winchester Section
Disposal of Interstate Right of Way, File 35599
(Mr. L. H. Young's 4-3-64 ltr)

Approval of your request to dispose of this parcel of right of way must be secured from our Administrator. In order that we may forward the request it will be necessary for you to prepare a submission in the form and content usual for disposal of Interstate right of way. Since it is seemingly apparent that the parcel is not necessary for construction and maintenance of the highway we will recommend approval.

We suggest that the submission contain reference to the fact that the parcel will be used in exchange for another parcel which is necessary to accommodate the highway.

RECEIVED
APR 0 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

Original to Wright
4-9-64 cc Young 4-13-64

RECEIVED
APR 13 1964
FILING

477 Cottage Street NE.
Salem, Oregon 97301

April 7, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons
Division Engineer
Salem, Oregon

Oregon Project I-5-3(56)130
Sutherlin - Winchester Section
Disposal of Interstate Right of Way, File 35599
(Mr. L. H. Young's 4-3-64 ltr)

Approval of your request to dispose of this parcel of right of way must be secured from our Administrator. In order that we may forward the request it will be necessary for you to prepare a submission in the form and content usual for disposal of Interstate right of way. Since it is seemingly apparent that the parcel is not necessary for construction and maintenance of the highway we will recommend approval.

We suggest that the submission contain reference to the fact that the parcel will be used in exchange for another parcel which is necessary to accommodate the highway.

RECEIVED
APR 9 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

Original to Wright
4-9-64 cc Young 4-13-64

RECEIVED
MAR 31 1964
FOR FILING

Salem, Oregon
March 31, 1964

Minimum wage self-loading
log truck. Sutherlin Jct.-
Winchester Contract No. 6358

Mr. J. R. Engstorm
Resident Engineer
P. O. Box 1128
Roseburg, Oregon 97470

After receiving your letter of March 26, and in conformance to federal regulations, we are establishing a classification and wage rate to be used on subject project as follows:

Self-loading log truck operator - $3.63 per hour

This classification and wage rate should be used in submitting weekly payrolls.

L. H. Young
Office Engineer

AB:jb

cc: L. R. Chandler
F. D. Morgan
V. G. O'Neil

RECEIVED
MAR 31 1964
FOR FILING

Salem, Oregon
March 31, 1964

Minimum wage self-loading
log truck. Sutherlin Jct.-
Winchester Contract No. 6358

Mr. J. R. Engstrom
Resident Engineer
P. O. Box 1128
Roseburg, Oregon 97470

After receiving your letter of March 26, and in conformance to federal regulations, we are establishing a classification and wage rate to be used on subject project as follows:

Self-loading log truck operator - $3.63 per hour

This classification and wage rate should be used in submitting weekly payrolls.

L. H. Young
Office Engineer

AB:fb

cc: L. R. Chandler
F. D. Morgan
V. G. O'Neil

RECEIVED
MAR 31 1964
FOR FILING

March 30, 1964

Mr. Charles Donahue
Solicitor of Labor
U. S. Department of Labor
815 Mount Vernon Place, N. W.
Washington 25, D. C.

Dear Sir:

This is in connection with Federal-Aid Highway Project No. I-5-3 56;130, Sutherlin Jct.-Winchester Section of the Pacific Highway in Douglas County, Oregon, which is covered by Labor Decision No. AC-5082, dated October 4, 1963.

The Douglas Construction Co., a subcontractor on the above-named project, is employing in his clearing operations a two-ton, self-loading log truck with a "Ramsey Self-Loader". The labor decision for said project does not carry a wage rate for the operator of this piece of equipment.

In compliance with your letter of March 24, and in conformance with the provisions in Regulations Part 5, Title 29, C.F.R., paragraph 5.5 1, (ii), we are classifying the operator of this piece of equipment as a self-loading log truck operator at a rate of $3.63 per hour.

Our resident engineer in charge of construction on this project has made an investigation and checked with the interested parties involved, and as a result of his investigation, we believe that the classification and wage rate as above set forth are proper and are comparable to those established for other similar pieces of equipment.

If this new classification, wage rate and the procedure which we used to establish them and to inform you of the same does not meet with your approval, please advise.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

AB:bb

cc: Mr. A. W. Parsons
Bureau of Public Roads
Mr. W. D. Morgan
Mr. L. R. Chandler
Mr. J. R. Hogedorn
Mr. V. C. O'Neil

RECEIVED
MAR 30 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr. March 25, 1964
Salem, Oregon
Attention: Mr. I. Merchant

Original signed by
A. W. Parsons
Div Engineer

A. W. Parsons, Division Engineer
08-35.6 Salem, Oregon

Use of Elastomeric Bearing Pads

Our Washington office, in their comments on Sutherlin Creek Bridge, Oregon Project I-5-3(56)130, suggested that the State give consideration to adopting a more general use of elastomeric bearing pads in lieu of the more customary steel rockers.

At a recent conference in your office the Washington office's comments concerning elastomeric pads were discussed. Your opinion was that the vertical deflection of such pads would be detrimental if used on fully continuous structures. We then requested our Washington office to furnish us with results of the use of elastomeric pads in other states.

In their reply they state that they are not in a position to furnish specific references about the use of such pads, but that information could be obtained from either California or Texas who do use the pads for continuous spans. They do say that, in general, the vertical deflection under live load should be limited to a figure which will not appreciably increase stringer stresses or transverse slab stresses. In the case of continuous spans with short approach spans requiring pads of considerable depth to accommodate anticipated horizontal movement, the vertical deflection of the pads is particularly critical.

The attached material is design criteria used by California and may be of help in a review of your practices. You will note that California uses a minimum thickness of 1" and that their pads are laminated ½" thicknesses in all cases.

We suggest that you give some further consideration to the use of elastomeric pads in lieu of rockers or lubrite plates for certain continuous spans. It would appear that the extensive use of such pads could reduce the cost of structures in Oregon.

Attachments

NOTED
R. L. PORTER

Original to Merchant
with attachments 3-30-64

cc Young
3-30-64

RECEIVED
MAR 30 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

March 23, 1964

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.EC Salem, Oregon

Oregon Projects I-5-3(53)130 and I-5-3(56)130
Sutherlin Jct. - Winchester Section

Modification of the slope from a combination 2:1 and 3:1 to a constant 3:1 on the ramp in the southwest quadrant of the Sutherlin interchange is hereby approved. The change in the fence, right-of-way line and access control line as shown on revised plan sheet 4A of Project I-5-3(56)130 related to this design change is hereby approved. Single signed copies of sheet 4A and related sheet 2 of the right-of-way plans, Project I-5-3(53)130 are returned herewith.

Action on the relinquishment of highway right-of-way as proposed in conjunction with parcel No. 35599 on Plan 7 of Project I-5-3(56)130 is being withheld until receipt of your submission of justification in accordance with our memorandum of March 21, 1963 for processing through our Washington office.

Attachments

original To Young with attach.
3-30-64

NOTED
LLOYD P. SHAW

RECEIVED
MAR 17 1964
FOR FILING

March 17, 1964.

Mr. Charles Donahue
Solicitor of Labor
United States Department of Labor
815 Mount Vernon Place N. W.
Washington 25, D. C.

Dear Sir:

In connection with Labor Decision No. AC-9012, dated October 4, 1963 for Oregon FAI Project No. I-5-3(56)130, Sutherlin Jct.-Winchester, grading, paving, structures and signing project, our contractor has requested a wage rate to be established for the operation of the following piece of equipment:

Two-ton self-loading log truck with Hanny Self Loader - weight of the loader is 3,000 pounds. Lift capacity, 8,000 pounds. Lift capacity at 19½ feet is 3,000 pounds. Boom swings 240°. Vertical reach, 26 feet. Horizontal reach, 19½ feet. Height above truck frame is 8½ feet. Grapple opening is 60 inches. The self loader is hydraulically operated and is mounted on a single-axle, two-ton, 15,-horsepower truck which pulls a 20-foot single-axle trailer.

Would you please establish a rate of pay for the operator of the above-described piece of equipment by the issuance of supplemental decision for this project?

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. E. Young
Office Engineer

ADjar
cc: A. W. Parsons
Bureau of Public Roads
Gil Decker
Dean Swift
J. R. Hagedorn
V. G. O'Neil

RECEIVED
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

February 20, 1964

Mr. Forrest Cooper, State Hwy. Engr.
State Highway Department
Salem, Oregon

Original signed by
M. E. Martin
Dist. Engineer

A. W. Parsons, Division Engineer
08-35.2-DB Salem, Oregon

By: M. E. Martin
District Engineer

Oregon Project I-5-3(56)130
Sutherlin-Winchester Section
Pacific Power & Light Co. Utility Adjustment

Our memorandum dated October 28, 1963 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated November 7, 1963, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated February 10, 1964, including a modification acknowledged by Mr. Barnhart's February 13, 1964 letter, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated February 14, 1964.

We note that the exchange of correspondence has not established the reimbursement ratio of 22.7 percent, although the Utility's reference to Mr. Barnhart's instructions and Mr. Barnhart's Inter-Departmental Correspondence dated February 13, 1964 to Mr. F. D. Morgan quite clearly explain the situation. We would prefer that you verify this change in the reimbursement ratio through correspondence with the Utility. Inclusion of this verification in your authorization letter to the Utility would be satisfactory. Please provide this office with two copies of your authorization letter if you handle in this manner.

Our program memorandum dated October 18, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

original to Young
2-25-64

NOTED
LLOYD P. SHAW

RECEIVED
FEB 21 1964
6248

February 20, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir

Herewith for your consideration and approval are copies of Order for State Force Work No. 4, Account No. 274, covering the revision of construction identification signs on the Sutherlin Jct.-Winchester Section of the Pacific Highway in Douglas County, Contract No. 6358 in connection with Federal-Aid Project No. I-5-3(56)130.

This revision is required to conform to standards set up by the Bureau of Public Roads, IM-20-1-64, dated January 9, 1964.

The contractor is not equipped to do this work. The State has the special crews to do it most economically. The amount is too small to be done by separate contract.

The total estimated amount of this order is $40.00 with Federal participation of $36.00.

Your approval of the order under PPM-21-6.3, with reimbursement to be on actual cost basis, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

RECEIVED
JAN 3 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 6, 1964

Southern Pacific Company
65 Market Street
San Francisco, California

Attention: Mr. H. M. Williamson

Gentlemen:

RE: Impaired Clearance and Specifications
Second Wilbur Overcrossing
Sutherlin-Winchester Section
Pacific Highway - Douglas County
Project No. I-5-3(56)130
Your File: 911/323 O-PD-62-8

This is in reply to your letter of December 4, 1963 in which you object further to the impaired clearance of 22'0" as shown on page 170 of our special provisions for this project.

We will insist that our contractor maintain a clearance of 22'6" above the top of rail for any temporary structure he may propose to build except for the false work for the main structure which is authorized to clear 22'0" by the P.U.C. Order. In connection with this, we will also insist that the contractor submit the plans for any of the work he may plan to do which will affect your tracks. The seventh paragraph on page 170 states:

> "The details of construction affecting the railroad tracks and property not included in the contract plans shall be submitted to the railroad for approval before such work is undertaken."

When such plans are submitted, we will, as usual, submit these plans to you for your approval. At that time you will have the opportunity to assure yourself that the clearances, and other features of the design, are satisfactory and do not violate legal minimums or the P.U.C. Order. This should give you all the control needed to protect your operation.

We are now in the process of revising the language in our specifications which should clarify this, and other minor deficiencies which have been brough to our attention recently, on future projects.

NOTED
R. L. PORTER

TWL:fp
cc Southern Pacific Co. - Portland
R. L. Porter
A. W. Parsons (2)
Lloyd Shaw
Ivan Merchant
H. S. Cox
L. R. Chandler
John Hagedorn
James Chidsey

Very truly yours,

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA 94105

IN REPLY PLEASE REFER TO

911/323
0-PD-62-8

December 4, 1963

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DEMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
D. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

Mr. F. D. Morgan
Construction Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Sir:

In order to dispel a possible misunderstanding, we are writing to you direct in connection with your letter of November 26, 1963, file: Impaired Clearance Second Wilbur Overcrossing, Sutherlin-Winchester Section, Pacific Highway, Douglas County, Project No. I-5-3(56)130, to Mr. Kilborn.

We still think that the figure of 22'0" shown on page 170 of your Special Provisions should be changed to 22'6". It is the intent of the paragraph of which this figure is a part, to require the contractor to respect the minimum horizontal and vertical clearances in connection with all of his operations except where infringement on these clearances is necessary for construction of the structure.

The Special Provisions recognize that such infringement may be necessary, in the paragraph following the 22'0" dimension, where it is in essence provided that if construction procedures require a clearance of less than 22'6", the details are to be first approved by the State and the Railroad.

Very truly yours,

H. M. Williamson

cc: Mr. A. W. Kilborn - Portland

CONSTRUCTION DIVISION
RECEIVED
DEC 5 1963

RECEIVED
DEC 1 1 1963
FOR FILING

December 10, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering the State's share of flagging on the Sutherlin Jct.-Winchester Section of the Pacific Highway in Douglas County, Contract No. 6358, in connection with Federal-Aid Project No. I-5-3(56)130.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

DBP:ia

RECEIVED
DEC 1 1 1963
FOR FILING

December 10, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, to cover salvage and stockpile guide posts on the Sutherlin Jct.-Winchester Section of the Pacific Highway in Douglas County, Contract No. 6358 in connection with Federal-Aid Project No. I-5-3(56)130.

This work is in accordance with the special provision and is an anticipated item of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

DBP:ia

RECEIVED
DEC 1 1 1963
FOR FILING

December 10, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 to cover salvaging and reinstalling of water pipe on the Sutherlin Jct.-Winchester Section of the Pacific Highway in Douglas County, Contract No. 6358 in connection with Federal-Aid Project No. I-5-3(56)130.

This work is in accordance with the Special Provisions and is an anticipated item of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

RECEIVED
DEC 12 1963
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon - 97301

TO :Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 6, 1963

By: ME Martin
M. E. Martin
District Engineer

FROM :A. W. Parsons, Division Engineer
08-35.2-EC Salem, Oregon

SUBJECT: Oregon Project I-5-3(56)130, Sutherlin Junction-Winchester Section
Western Union Telegraph Company Utility Adjustment

Our memorandum dated October 28, 1963 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the partial agreement, as evidenced by your Staff Attorney's letter dated November 8, 1963, furnished prior to award of contract for the physical construction, Mr. Litchfield's November 5, 1963 letter, and the above-mentioned utility's letters dated March 18, 1963 and October 31, 1963, as well as the plans and estimate furnished therewith and transmitted with Mr. Young's letter dated November 19, 1963. Since your letters to Western Union do not appear to mention your obligations regarding the permanent phase, you should furnish for our approval three copies of a letter to them in this connection to complete the agreement.

Before reimbursement will be made, the requested letter should contain the intent of Paragraph 8a of PPM 30-3 relating to agreements, specifically that portion which states "It may consist of an exchange of correspondence which amounts to an offer and acceptance by officers with authority to bind the parties thereto to a more formal document". The letter of November 8, 1963 does not appear to conform to this intent inasmuch as it did not acknowledge the cost estimate and sketch map previously received, but rather it infers that there had been no previous contacts with the company.

Our program memorandum dated October 18, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-3 dated August 15, 1955.

RECEIVED
DEC 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 2 - 1963
FOR FILING

I-5-3(7)
6224

November 29, 1963

207

Mr. George C. Stubbert
City Manager
City of Sutherlin
Post Office Box 446
Sutherlin, Oregon

Dear Mr. Stubbert:

This is in reference to your request concerning an 18-inch conduit underneath Interstate Highway 5 at the Sutherlin Interchange in the vicinity of Duke Road.

Final plans for the Sutherlin Junction-Winchester Section have been approved, and the contract for construction of this project has been awarded to Roy L. Houck and Sons of Salem, Oregon.

The section of highway through which your conduit will pass will not be distrubed except for shoulder widening and an asphaltic concrete overlay. It is our policy to keep trenching across interstate highways to an absolute minimum and you will be required to bore for the placement of this conduit.

It will be necessary for you to request a permit via the established channels (District Maintenance Superintendent, Roseburg--eight copies of request and accompanying sketch). The existing rules concerning pipe lines underneath the interstate highway will apply, and furthermore, you will be required to obtain permission from Roy L. Houck and Sons for the performance of this work.

It is suggested that early application for permit be made in order that you may accomplish this work prior to planned shoulder widening. Open trenching will be permitted outside the existing fill upon approval of the contractor.

It is understood that this conduit will run from outside right of way to outside right of way and that the usual provisions pertaining to permits of this type will apply.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
Tom Edwards
F. D. Morgan
H. S. Cox
L. R. Chandler
John L. Gunter
John L. Hagedorn

RMA:mm: ajw

FORM E-30 SOM 3-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 20, 1963

SUBJECT: Sutherlin Junction-Winchester Section
Pacific Highway

To:

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
Building

In regard to the matter of the conduit at Duke Road as mentioned in the attached letter from the City of Sutherlin which you bucked to us November 19th, I understand the City-County Division is handling this and that one of their men is going to Sutherlin today. You should have further information in the next few days.

Please notify us if further action is desired.

F. D. Morgan
Construction Engineer

By A D Olson
A. D. Olson
Urban Engineer

ADO:jp
Attach

RECEIVED
NOV 21 1963
STATE OF
STATE HIGHWAY ENGINEER

11-22 Urban Design working attenuate estimates.
11-27 County-City letter to City of Sutherlin outlining procedure (Corrugator pipe, contractor concurrence, etc)

City of SUTHERLIN

Douglas County, Oregon

PLEASE RETURN TO
LLOYD P. SHAW

Post Office Box 446
Phone 2856

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

November 16, 1963

Mr. Forrest Cooper
Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

After receipt of the plans for the proposed projects, Sutherlin Jet-Winchester Section. I am in question of the 18" conduit at Duke Road that was requested by The City Council February 13, 1963, to be installed during the time of construction in this vicinity.

Portion

The first request for this conduit by The City was made November 20, 1962. The reason for the request is to provide at a future time a means for The City to extend a water main to the area west of Interstate #5 from Duke Road on the east to Duke road on the west.

Sooner or later a demand for City Water on the west side of the Freeway is inevitable, so I feel that now is the time to make the provision during the time of construction, and not one or two years after its completion.

Please look into this matter for The City and inform me on the status of The City's request for the conduit installation.

Thank you for the plans of the project, for it solves many questions that have been asked on changes and locations of the newly proposed improvements.

Very truly yours,

George C. Stubbert,
City Manager
City of Sutherlin

GS/gp

RECEIVED
NOV 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 18 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 5 - 1963
FOR FILING

S-2668

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

A. W. KILBORN
SUPERINTENDENT

November 26, 1963

IN REPLY PLEASE REFER TO
322
O-PD-62-8

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Sir:

Please refer to our letter of November 20 wherein we transmitted a set of your constructions plans approved in connection with Sutherlin-Winchester Section of Pacific Highway, Douglas County, including a second highway overpass at Akin.

As stated in our letter clearances indicated on Page 170 which show a minimum vertical clearance as 22 ft. are hereby approved. Those clearances of 22 ft. were inadvertently interpreted to mean final clearances instead of the minimum construction clearance.

Yours truly,

A W Kilborn

COPIES TO:
A.W. PARSONS (2)
R.L. PORTER
L.P. SHAN
I. D. MERCHANT
H.S. COX
L R CHANDLER
JOHN HAGEDORN
JAMES CHIDSEY

12-4-63
I

4

RECEIVED
DEC 5 1963
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
DEC 1963

RECEIVED
DEC 2 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC - 1963
STATE HIGHWAY COMMISSION

RECEIVED
NOV 27 1963
COMMISSIONERS
FOR FILING
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
6-354

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 26, 1963

NOTED
R. L. PORTER

Southern Pacific Company
324 Union Station
Portland, Oregon 97209

ATTENTION: Mr. A. W. Kilborn

Re: Impaired Clearance
Second Wilbur Overcrossing
Sutherlin-Winchester Section
Pacific Highway - Douglas County
Project No. I-5-3(56)130
YOUR FILE: 322
O-PD-62-8

Gentlemen:

This is in reply to your letter of November 20, 1963, with which you returned plans of this section approved by your Assistant Chief Engineer, Mr. R. C. Nissen.

In the third paragraph you state that the clearance mentioned on page 170 of our Special Provisions should be changed from 22'0" to 22'6". Please refer to P.U.C. Order No. 39038, a copy of which is hereto attached. On page 5 in the last paragraph it is stated that construction not encroaching nearer than 22' above the top of rail is authorized. On page 6 the Southern Pacific Company is authorized to operate under this impaired clearance.

Therefore, it is seen that the 22'0" as stated on page 170 is correct and authorized. I am sure this is an oversight on your part.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm
Attachment
cc: Southern Pacific Company, San Francisco (w/attachments)
A. W. Parsons (w/copy of SP ltr. & PUC Order - (2)
R. L. Porter " "
L. P. Shaw " "
I. D. Merchant " "
H. S. Cox " "
L. R. Chandler " "
John Hagedorn " "
James Chidsey " "

RECEIVED
NOV 27 1963
OFFICE OF
STATE HIGHWAY ENGINEER

S-8448

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

November 20, 1963

322
O-PD-62-8

A. W. KILBORN
SUPERINTENDENT

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem, Ore.

Dear Sir:

Referring to Mr. F. D. Morgan 's letter of Oct. 29 transmitting construction plans in connection with Sutherlin-Winchester Section of Pacific Highway, Douglas County, including a second highway overpass at Akin.

A set of these plans, approved by Asst. Chief Engineer R. C. Nissen, is returned under separate cover.

Contract special provisions for proposals to be received Nov. 19 also appear satisfactory with exception that on page 170 the minimum vertical clearance should be shown as 22'6" instead of 22'0".

Yours truly,

A W Kilborn

COPIES TO: A W PARSONS (2)
R L PORTER
L P SHAW
I D MERCHANT
H S COX
L R CHANDLER
JOHN HAGEDORN
JAMES CHIDSEY

NOTED
LLOYD P. SHAW

RECEIVED
NOV 21 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 2 - 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 22, 1963

Signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.2-EC Salem, Oregon

Oregon Project I-5-3(56)130
Sutherlin Junction-Winchester Section
Paving and structures

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6358 to Roy L. Houck Sons, Corporation of Salem, Oregon, low bidder in the amount of $3,122,179.10 at the November 19, 1963 bid opening.

Mr. Litchfield's November 14, 1963 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our October 28, 1963 memorandum authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates are furnished to and approved by this office.

Our authorization memorandum stipulated that the railroad company's approval of the construction plans would be required. This approval is indicated in a letter from Southern Pacific Company, dated November 20, 1963, addressed to your office, a copy of which was handed to us today by a member of Mr. Litchfield's office.

NOTED
LLOYD P. SHAW

original To Young
12-2-63

RECEIVED
NOV 26 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6358

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
November 22, 1963

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

Gentlemen:

The State Highway Commission on November 22, 1963, awarded to you State Highway Contract No. 6358 for the following project:

Grading-paving-structures-signing on the Sutherlin-Winchester Section of Pacific Highway in Douglas County.

This award was based on your low bid of $3,122,179.10 which was submitted to the Commission on November 19, 1963 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
NOV 6 1963
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon 97301

October 28, 1963

Original signed by
M. E. Martin
Dist. Engineer

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

A. W. Parsons
08-35.2-08 Division Engineer
Salem, Oregon

Oregon Project I-5-3(56)130
Sutherlin Junction - Winchester Section
Grading, Paving, Structure & Signing

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance unnecessary as indicated in Mr. Wright's October 18, 1963 letter except for seven parcels on which negotiations are in progress or condemnation suits will be filed with the expectation that these parcels will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, including access rights which may be in court action.

The Southern Pacific Company railroad agreement, dated April 25, 1963, is approved effective on this date. You are now authorized to proceed with railroad work included in the project. Written evidence that the railroad company has approved the design plans should be submitted prior to our concurrence in award.

Construction of Paint Traffic Markers has been included in the estimate under contingent items to be constructed, as needed, by force account agreed unit price or state force work. We are not in accord with the proposed procedure as work of this nature could very well have been covered as a contract bid item. Accordingly the estimated cost of $400 is excepted from Federal Participation.

Approval is subject to the change in specifications for Plant Mix Bituminous Base as provided in the letter of September 20, 1963 to all prospective bidders on The Dalles-Fifteenmile Creek Project I-80N-3(39)81.

The use of the May, 1963 Supplemental Standard Specification for Corrugated Metal Pipe is approved for this specific project. You are urged to revise this supplement as now modified by the special provisions as soon as possible.

- more -

original to Jones
11-6-63

NOTED
LLOYD P. SHAW

The mere showing of the dotted line in the typical sections indicating a future 1 1/2" asphaltic concrete wearing surface shall not be construed as being an agreement or documentation of project records as to the ultimate pavement structure design which will be eligible for Federal-aid participation.

For the prestressing reinforcement on the Deady Interchange Bridge, the use of 7/16" or 1/2" diameter, 7-wire strands with ultimate stress of 270 k.s.i. is approved for this specific project.

Your October 22, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

RECEIVED
OCT 31 1963
DIVISION OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 29 1963

477 Cottage Street NE.
Salem, Oregon 97301

October 22, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

signed by
M. Martin

A. W. Parsons
Division Engineer
Salem, Oregon

By: M. E. Martin
Acting Division
Engineer

08-35.7

Oregon Project I-5-3(53)130, Sutherlin - Winchester Section
Parcel 3478 - Carey

Right of Way Engineer Walter Wright's letter of October 16, 1963 requests our review of a right of way settlement, on the above mentioned parcel, which permits the property owner to retain within the proposed highway right of way an existing well, pump, and pump house.

If this right of way is required for construction of the highway facility the encroachment must be removed in accordance with paragraph 5q of PPM 21-4.1 dated December 30, 1960. However, it is our understanding that the improvements are on lands acquired by the State prior to 1956 and that the area is not needed for the proposed highway. Under these circumstances the area should not be included as part of the highway right of way, and the right of way line and access control line should coincide.

Orig. to Wright
10-28-63
MS

cc Young
10-29-63

RECEIVED
OCT 30 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 18, 1963

Right of Way Status
Sutherlin-Winchester Project
Pacific Highway

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

All necessary right of way or rights of entry have been acquired except for the following files:

File No. 36169 - Holley	$ 50
File No. 35991 - Taylor	2,100
File No. 35992 - Hutchins	1,300
File No. 35996 - Olson	4,870
File No. 35996 - Wellhauf	1,900
File No. 34774 - Sabala	500
File No. 34777 - Blondell	3,200
TOTAL	$14,420

All the foregoing files are in the condemnation process except for File No. 36169 which was recently created by a split in ownership.

It is our belief that a complete negotiation effort has been expended on each of those files and no further benefit could result through delay in filing complaints. It is expected that filings will have been made on all parcels by the date of bid opening.

No relocations or displacement of persons have occurred. We expect to deliver all lands required for construction of the project, unencumbered and available for immediate use and occupancy of the contractor, on the award date.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

WALTER T. WRIGHT
Right of Way Engineer

WTW:DM
cc: L. Shaw
L. H. Young
L. I. Lindas
C. H. Maison

RECEIVED
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGIN

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OCT 30 1963
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 16, 1963

File No. 34780 - Carey
Sutherlin-Winchester Section
Pacific Highway
Douglas County

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Dear Sir:

We took an option on October 10 from subject owner which permits them to retain within the highway right of way an existing well, pump, and pump house.

I believe that this encroachment has been approved by your office and that the special access arrangement which jogs the fence around the well and pump house has also been approved.

Could we have a written confirmation or denial.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SM
cc: Lloyd Shaw
L. H. Young
L. I. Lindas
L. Riley
D. J. Barbee
F. Hall

RECEIVED
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 18 1963
FOR FILING

I-5-3(7)12.4
163 Z

477 Cottage Street NE.
Salem, Oregon

October 14, 1963

Mr. Forrest Cooper, State Hwy. Engr.
Salem, Oregon
Attention: Mr. J. F. Putnam, Asst. Construction Engr.

Original signed by
M. E. Martin
Dist. Engineer

A. W. Parsons
Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

08-35.4-DB

Cement Treated Base
Sutherlin - Winchester Section, Interstate 5

We have reviewed your letter of October 2, 1963 concerning the proposed utilization of a cement treated base on the above mentioned project between Stations 2064+58 and 2257+70.

Your recommendation to upgrade the available material with a cement treatment is a sound engineering practice and has been utilized in other states for a number of years.

Consequently, we concur with your proposal to utilize a cement treatment on this section of the Sutherlin - Winchester Section of the Pacific Highway.

R. L. PORTER
NOTED

Copy to Putnam
10-18-63

Copy to Young
10-17-63

RECEIVED
OCT 10 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 2, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Cement Treated Base
Sutherlin-Winchester Section
Interstate 5

Dear Sir:

Considerable thought has been given to treatment or upgrading of marginal or substandard material to be used in surfacing design, particularly in areas shy of good rock. Since last fall experiments have been carried on in our Laboratory using asphalt and cement as the upgrading agent on various materials.

These experiments have proven that the fine but dirt contaminated gravels remaining in our State-owned Winchester Bar (approximately 1 mile down the Umpqua River from Winchester) can be treated successfully with the addition of 4 to 5 per cent cement. Asphalt treatment was unsuccessful.

We are proposing that a section of the Sutherlin-Winchester Section between Stations 2064+58 and 2257+70 be utilized as a section for this cement treatment. The surfacing section proposed consists of 9 inches of pitrun gravels, 8 inches of cement treated base, and 4 inches of asphaltic concrete with 1-1/2 inches to be placed at a future date when needed. This surfacing design is 21 inches in overall depth or 3 inches less than the standard design for the rest of the project.

Our Cost Analysis Section has estimated that the cost of the standard section through this area would be $15 per lineal foot, while the cement treated base would be in the neighborhood of $14 per lineal foot. A copy of the breakdown is attached for your perusal.

This matter was discussed with Mr. M. E. Martin on October 1 and he indicated that the Bureau would approval this procedure providing the comparison of costs was favorable. As our figureswould indicate,

NOTED
LLOYD P. SHAW

there is a slight savings and we proceeded to advise our Design Department to make these changes immediately as we have the project scheduled for the November letting and October 4 is completion date for the Design Section.

This letter is intended to advise you of the comparison of costs and requesting that you give formal approval.

Very truly yours,

F. D. Morgan
Construction Engineer

By J. Putnam

J. F. Putnam
Assistant Construction Engineer

JFP:fp
Attach.
cc Lloyd Shaw - This matter was checked with Office Engineering. The only changes necessary were the typical section and location of subgrade profile grade.
L. H. Young
L. R. Chandler

SUTHERLIN-WINCHESTER SECTION

4" Asphaltic Concrete	1.03 Tons @ $5.75	=	$ 5.92
RC-250 Asphalt	0.01 Tons @ 50.00	=	.50
3/4"-0 Aggregate	0.06 Cu.Yd. @ 5.00	=	.30
2" - 3/4"-0 Leveling	0.31 Cu.Yd. @ 2.75	=	.85
18" Crushed Base	2.97 Cu.Yd. @ 2.50	=	7.43
	Total		$15.00 per foot

4" Asphaltic Concrete	1.03 Tons @ 5.75	=	5.92
3/4"-0 on Shoulders	0.25 Cu.Yd. @ 2.75	=	.69
8" Coarse Crushed on Shoulders	0.65 Cu.Yd. @ 2.97	=	1.75
8" Cement Treated Base	0.64 Cu.Yd. @ 6.10	=	3.90
9" Pit Run	1.78 Cu.Yd. @ 1.35	=	2.40
	Total		$14.66 per foot

Normal Crushed Rock Base	$15.00
Cement Treated Base	14.66
Difference	$ 0.34

RECEIVED
OCT 1 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1963

SUBJECT: Sutherlin-Winchester

To: Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

Considerable thought has been given to treatment or upgrading of marginal or substandard material to be used in surfacing design, particularly in areas shy of good rock. Since last fall experiments have been carried on in our Laboratory using asphalt and cement as the upgrading agent on various materials.

These experiments have proven that the fine but dirt contaminated gravels remaining in our State-owned Winchester Bar (approximately 1 mile down the Umpqua River from Winchester) can be treated successfully with the addition of 5 per cent cement. Asphalt treatment was unsuccessful.

It is proposed that a section of the Sutherlin-Winchester Section (Station 2064+58 to 2257+70.19 is suggested) be chosen as an experimental section for this cement treatment. The surfacing section proposed is shown on sheet 2 of the attached base design. It will be observed that the proposed 8 inches of cement treated base is considered the equivalent of 14 inches of specification rock.

If used, this surfacing design would be 21 inches in overall depth or 3 inches less than the standard design shown on sheet 1 of the attached base design sheet. This is in an area of excess excavation and rebalancing would not be a serious problem.

If you concur in this trial section, we will proceed with necessary specifications to accomplish.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:fp
Attach.

RECEIVED
SEP 26 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

RECEIVED
OCT 1. 1963
FOR FILING..

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1963

SUBJECT: Sutherlin-Winchester

To: Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

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It is proposed that a section of the Sutherlin-Winchester Section (Station 2064+58 to 2257+70.19 is suggested) be chosen as an experimental section for this cement treatment. The surfacing section proposed is shown on sheet 2 of the attached base design. It will be observed that the proposed 8 inches of cement treated base is considered the equivalent of 14 inches of specification rock.

If used, this surfacing design would be 21 inches in overall depth or 3 inches less than the standard design shown on sheet 1 of the attached base design sheet. This is in an area of excess excavation and rebalancing would not be a serious problem.

If you concur in this trial section, we will proceed with necessary specifications to accomplish.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:fp
Attach.

RECEIVED
SEP 27 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

REVISED

REVISED

RECEIVED OCT 2 1963 FOR FILING

Section SUTHERLIN - WINCHESTER Highway PACIFIC (FA 3) County DOUGLAS Prefix 610-1470

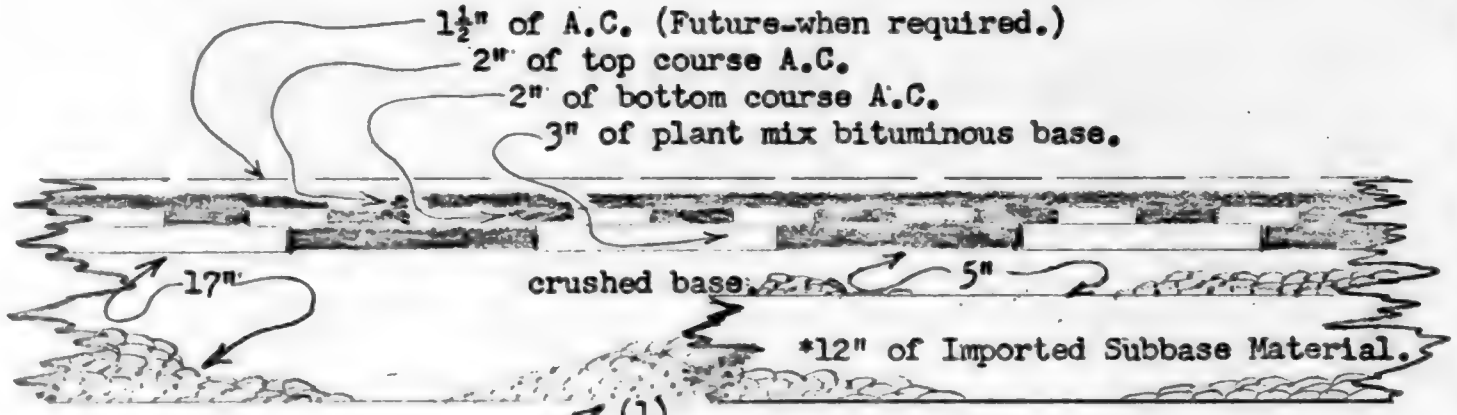
Res. Engr. Approx. Length of Project 7.7 Miles. Sta. 1775± to Sta. 2285+50± Date 8-29-63

TYPICAL SECTIONS Traffic Classif. - VERY HEAVY

OVER EXISTING ROADWAY

2" minimum overlay.

STANDARD CRUSHED BASE SECTION



ALTERNATE-IMPORTED SUBBASE MATERIAL

(1)
Typical Soil

52	LL
32	PI
67	% P200
12	% Gravel
10	% C. Sand
11	% F. Sand
24	% Silt
43	% Clay
18	"R" Value (Corrected)

AASHO Classif. - A-7-6 (16)

*I.S.M. REQUIREMENTS	
100%	P 3" Sieve
25-70%	P ¼" Sieve
0-10%	P 200 Sieve
25+	Sand Equivalent

Other Traffic Classif.	Total Thickness Requirements
HEAVY	21"
MED. HEAVY	17½"
MEDIUM	15"
LIGHT	11½"

Interstate

Required Base & Wear		Designed Base & Wear		
Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
Standard Crushed Base				
			4	AC
			3	PMB
			17	Cr Base
24			24	PRESENT
		Future	1½	AC
			25½	FUTURE
Alternate- I.S.M.				
			4	AC
			3	PMBB
			5	Cr Base
			12	ISM
24			24	PRESENT
		Future	1½	AC
			25½	FUTURE

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Revised Project Base Design submitted to recommend the use of Plant Mix Bituminous Base. The quality of the material is generally fair if carefully selected, but zones of poor material will be encountered and should be upgraded.

B.P.R.
cc Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

Submitted by [signature] Staff Assistant

Recommended by [signature] Construction Engineer

NOTED LLOYD P. SHAW

Recommended by [signature] Engineer of Materials

Approved by [signature] ASSISTANT Deputy State Highway Engineer

PROPOSED TRIAL SECTION

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

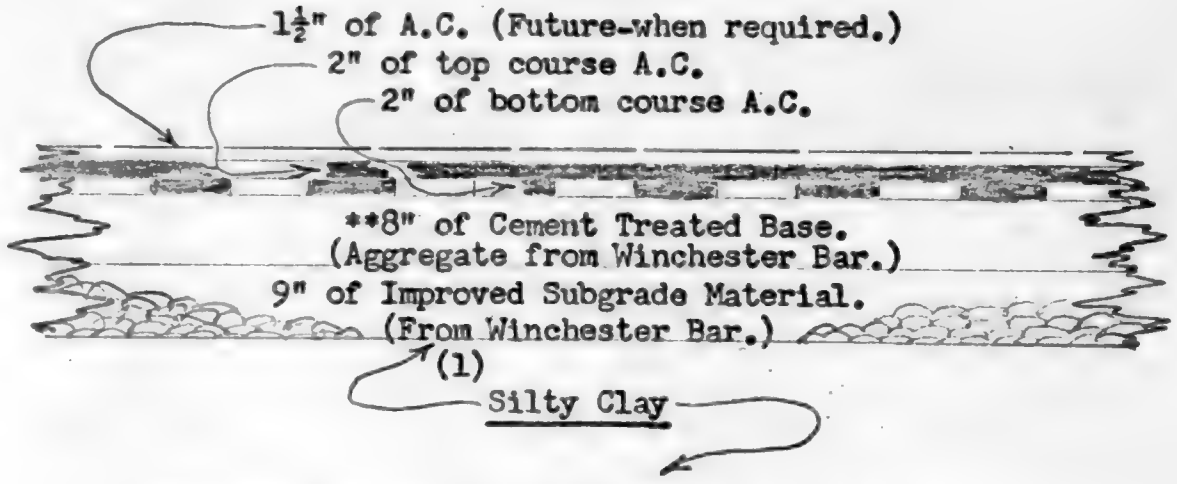
PROPOSED TRIAL SECTION

Section SUTHERLIN - WINCHESTER Highway PACIFIC (FA 3) County DOUGLAS Prefix 610-1470

Res. Engr. Length of Project Miles. Sta. to Sta. Date

TYPICAL SECTIONS

CEMENT TREATED BASE SECTION



**Specifications to be furnished by the Laboratory.

21'

Required Base & Wear		Designed Base & Wear		
Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
			4	AC
	8" CTB =		14	Credit
	9" Improved Subgrade =		6	Credit
24			24	PRESENT
		Future	1½	AC
			25½	FUTURE TOTAL

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.

cc B.P.R.
Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

Submitted by J. W. Scarborough
Staff Assistant
Soils Engineer

Recommended by
Construction Engineer

Recommended by
Engineer of Materials

Approved by
ASSISTANT Deputy State Highway Engineer

PAVEMENT TYPE SELECTION

SUTHERLIN - WINCHESTER SECTION
PACIFIC HIGHWAY
DOUGLAS COUNTY
Prefix 610-1479

Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY — Present ADT 6000 — 1975 ADT 15,000 — % Heavy Vehicles 15
   (NOTE: Increase classification one step for heavy logging use) (LOGGING AREA)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration _____ Precipitation Annual 32"±

4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____

5. Cost Comparisons: Not appropriate

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C.

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not appropriate

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4 and 6 an A.C. wearing surface has been selected. A.C. wearing surface was designated for this section in the 104 (b) 5 Needs Study.

RECEIVED
JUL 3 - 1963

FORM BPR(X)—SOM—10-62 40823

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 1, 1963

SUBJECT: Signing
Sutherlin-Winchester Section
Pacific Highway

To: L. H. Young
Office Engineer
O f f i c e

Attention: J. W. Nash

Current planning calls for the installation of the signing for the above-mentioned section under the grading and paving contract scheduled for the October 8 letting. It is proposed that the signing for the South Oakland Interchange also be included under this contract. This would complete the signing of the Interstate Freeway from the south portion of the Anlauf Interchange to the Garden Valley Road Interchange.

The Bureau of Public Roads has given verbal approval for extending the project as outlined.

The attached plan indicates the northerly and southerly limits of the signing from the South Oakland Interchange to the Winchester Interchange.

Val Johnson

Val Johnson
Traffic Control Engineer

DRA:dk
Attachment
cc: Tom Edwards

NOTED
TOM EDWARDS

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JUL 2 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 18 1963
FOR FILING

RAILROAD COMPANIES
FILE No. 408

I-5:3(7)15A

(a-1)7

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 13, 1963

SUBJECT: Easement Agreement & Construction Agreement

File No. 20076 Pux-489
Southern Pacific Company
Second Wilbur O-Xing
Douglas County

To: Mr. Floyd Query, Secretary
State Highway Commission
O f f i c e

Attached please find fully executed original and one copy each of an easement agreement and a construction agreement relative to the above-titled matter.

Please forward the executed originals of the documents to Mr. Saling's office for processing and recording. After recording, the originals should be filed in your permanent records.

The Railroad has asked to be informed of the recording information for the instruments.

J. N. HERSHBERGER
Utilities & Railroad Attorney

JNH:jr
Encls.

cc: R. L. Porter
Ivan Merchant
F. D. Morgan
I. A. DeFrance
L. R. Chandler
J. W. Nash
C. H. Maison
Earl F. Saling

NOTED
FLOYD QUERY

Karl
please handle
7-2

RECEIVED
MAY 24 1963
FOR FILING

Salem, Oregon
May 24, 1963

Mr. W. T. Wright
Right of Way Engineer

OFFICE

As of May 21, 1963, we have authorization of the BPR to proceed with the acquisition of right of way for the below-described project.

Prefix 610-2514 — Sutherlin-Winchester Section of the Pacific Highway in Douglas County

The approximate limits are from Station 1800 to Station 2270 as shown on map 8B-26-6 and 7.

L. H. Young
Office Engineer

JAH:lt

RECEIVED
APR 29 1963
FOR FILING

I 5-3(56) 1
6358

Salem, Oregon
April 26, 1963

Mr. J. E. Kratzberger
Staff Attorney
BUILDING

On April 25, the Highway Commission approved two agreements with the Southern Pacific Company, one at Shady and one at Wilbur, on Interstate Route 5 in Douglas County. Whoever sends these agreements to the railroad company should be sure to inform the company that on any item that is to be done under the agreement for which State reimbursement is expected, nothing should be done until Bureau of Public Roads' approval is secured and the Railroad is notified by this office.

This applies to railroad agreements in general on all projects on which Federal funds are involved.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Floyd Quary
Mr. T. W. Litchfield

RECEIVED
APR 8 - 1963
FOR FILING

I-5-3(52)12
1637K

April 5, 1963

Oregon State Highway Commission

Gentlemen:

On the agenda for the April 25 meeting will appear the matter of entering into construction and easement agreements with the Southern Pacific Company which will cover the crossing of the Railroad's tracks with Interstate Highway 5 at Wilbur, in Douglas County.

The agreements are in order and we recommend that they have your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query - Please return agreements to Mr. Porter after
R. L. Porter the Commission has signed them.
Victor D. Wolfe
L. I. Lindas

RLP:ms bbc

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MAR 14 1963
FOR FILING

FORM H-30 SOM 3-61 54397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1963

C 358

To: Mr. Lloyd P. Shaw
O F F I C E

SUBJECT: Proposed Conduit
Interstate Highway 5
(Duke Road)
City of Sutherlin

201

We have checked with Mr. Frank C. McKinney of our legal staff and with Theodore Dec of the Bureau of Public Roads, and they both agree that a permit would be the best way to cover this installation if Mr. Hamilton stipulates in the permit that the city cannot maintain inside our access lines and is to pay the cost of the installation by advance deposit.

H. S. Cox
County & City Engineer

By H. C. Ayers

H. C. Ayers
Field Engineer

HCA:mm

NOTED
LLOYD P. SHAW

RECEIVED
MAR 13 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
March 8, 1963

Proposed Conduit
Interstate Highway 5
City of Sutherlin

Mr. H. S. Cox
County and City Engineer
B u i l d i n g

The proposal of the City of Sutherlin to finance (approximately $2,000) installation of an 18-inch diameter conduit under the freeway parallel to existing Duke Road is acceptable.

The conduit must meet with strength requirements as set forth in our culvert design criteria and must extend from access control line to access control line. No maintenance or construction will be permissible from the freeway.

Will you please clear with Mr. McKinney which is the better method of documenting the City's obligation; an agreement or a permit. My feeling is that a permit would cause less fuss and furor and be quite adequate. This may not be in agreement with either the Legal Department or the Bureau of Public Roads. Please check both parties and advise me as to their thinking.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc F. D. Morgan - attachment

FORM E-20 50M 8-61 24207

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 4, 1963

To: Mr. Lloyd P. Shaw
O F F I C E

SUBJECT: Conduit across Freeway right-of-way, City of Sutherlin

Pursuant to the request in your letter of February 15, 1963, regarding the subject conduit, on February 26, I contacted Mr. Stubbert, Sutherlin City Manager, who indicated on the attached map where the city desires conduit be placed if possible. Mr. Stubbert would like to have this placed under our contract for the freeway through this area and will deposit, when asked, $2,000 to insure cost of this installation. City will, if required, apply for permit to install its water line through the conduit.

I believe there should be an agreement made between City and State setting forth the future maintenance responsibility for conduit and pipeline.

H. C. Ayers
County & City Field Engineer

HCA:mm

RECEIVED
MAR 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

PROPOSED 18" CONDUIT

SUTHERLIN

Scale in Feet

0 800 1600 2400

T 25 S., R. 5 W., W.M.

DOUGLAS COUNTY

Rev 6-6-66

City of SUTHERLIN

Douglas County, Oregon

REFERRED TO
SHHw
BY DEPUTY STATE HIGHWAY ENGINEER

Post Office Box 446
Phone 2856

February 13, 1963

Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Cooper:

On December 6, 1962 I received a letter from your office concerning a request made by the City of Sutherlin for a proposed water line across the Interstate Highway at Duke Road.

The estimated cost of an 18" inch conduit from right-of-way line to right-of-way line was $ 2,000.00

The City wishes to request that the conduit be installed at the time of construction of the four lanes to this portion of the Interstate Highway located just south of the Interstate and Highway 225 cloverleaf.

Very truly yours,

George C. Stubbert
City Manager

RECEIVED
FEB 14 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 14 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 5 1963
LEGAL & RIGHT OF WAY

Order #39038

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 245

In the matter of the Application of the STATE OF OREGON, by and through its State Highway Commission for authority to ccnstruct an overcrossing over the main line tracks of the Southern Pacific Company, known as THE SECOND WILBUR OVERCROSSING PROJECT, in the Southeast quarter of Section 13, Township 26 South, Range 6, W.M., Douglas County, Oregon.	ORDER

The above entitled matter was duly heard on January 2, 1963, at Salem, Oregon, before David E. Bourassa and Cameron F. Woods, Examiners for the Commissioner. The following appearances are of record herein:

For Petitioner:

J. N. Hershberger, Assistant Attorney General
Salem, Oregon
In behalf of the Oregon State Highway Dept.

For Respondent:

Kenneth M. Judd, Attorney
Portland, Oregon
In behalf of Southern Pacific Company

For the Commissioner:

C. E. Jaqua, Utility Engineer
Salem, Oregon
In behalf of the Public Utility Commissioner of Oregon

On November 1, 1962, the State of Oregon, by and through its State Highway Commission, filed a Petition pursuant to the provisions of ORS 366.205 and ORS 763.040 for permission to construct a public highway above grade over the tracks and right of way of Southern Pacific Company, known as the Second Wilbur Overcrossing Project, on the Pacific Highway (Federal Interstate Highway No. 5) in Douglas County.

Attached to and made a part of the Petition is Plan and Elevation Drawing No. 18185 and Vicinity Map and Profile Drawing No. 18024.

The Petition sets forth the proposed manner in which the construction and maintenance of the project will be handled and the costs thereof borne.

Notice of the Petition and copies thereof were duly served on Southern Pacific Company and the County Court of Douglas County. The aforesaid parties filed letters in response to service of the Petition, Southern Pacific Company stating that it would not oppose the issuance of an order in accordance with the Petition and the County Court of Douglas County stating that it had no objection to an order issued according to the Petition.

The matter was thereafter set down for hearing and notice thereof duly served upon all parties of record on December 11, 1962.

Evidence was adduced on behalf of Petitioner, the Southern Pacific Company and the Public Utility Commissioner, the hearing was completed and the matter submitted for determination. Based upon said evidence and record it is found that:

Petitioner proposes to reconstruct the Deady-Shady Section of the Pacific Highway, Oregon State Primary Highway No. 1, Interstate Highway No. 5, in order to conform to Interstate System highway standards. As an integral part of this reconstruction it will be necessary to construct a second overcrossing structure over the right of way and track of Southern Pacific Company.

The proposed overcrossing structure will be located at a point in the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section 13, Township 26 South, Range 6 West, W.M., in Douglas County, Oregon, approximately five miles north of Roseburg, and 100 feet west of, and parallel to, the existing structure. The present overcrossing carries both north and southbound traffic. The purpose of the proposed structure is to separate this traffic so that the existing structure will be used exclusively by northbound traffic and the new structure exclusively by southbound traffic.

The length of the structure is 308 feet between center of end bents and will have a 30 foot roadway between curbs with no provision for sidewalks. The roadway surface will be concrete. The entire structure will be of reinforced concrete construction. The center line of the span over the tracks will intersect the center line of the railroad beneath at railroad station No. 914+31.33, which corresponds to highway survey station L^s 2116+18.08. The angle of intersection will be 48°28'10" in the southwest quadrant.

The estimated annual average daily traffic, upon completion of the proposed structure, will be 6,800 vehicles with a projected increase to 12,000 vehicles in 1975. One-half of this traffic will be borne by the proposed second overcrossing. The traffic on the railroad is an average of six train movements per day.

During period of construction there will be no necessity for any impairment to horizontal clearances. There will be an impairment of vertical clearances of six inches less than the minimum clearance as required by Commissioner's Rule 44-055. This impairment will be temporary, existing only during the construction of the overcrossing and will be removed immediately thereafter.

The proposed overcrossing will meet anticipated needs of the traveling public and will not create any undue hazard or inconvenience to the railroad.

Petitioner proposes that the construction and maintenance of the proposed overcrossing and the costs thereof be borne as follows:

Petitioner will:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed grade separation structure, including highway approaches, and supervise the construction thereof.

(b) Finance the construction of said grade separation project, including reimbursement to Southern Pacific Company for necessary expenditures incurred by it in connection therewith.

(c) Maintain the said overcrossing structure with its fills, appurtenances and highway approaches after completion of the project.

Southern Pacific Company will:

(a) Subject to reimbursement by Petitioner, furnish such engineering, inspection, watchman and flagman services as may be required to safeguard rail operations during the construction of the project.

(b) Subject to reimbursement by Petitioner, move and reinstall such existing right of way fences as may be required for the construction of the project.

(c) Subject to reimbursement by Petitioner, remove existing signal and communication lines, protect the same during construction and thereafter replace in permanent locations.

(d) At its own cost and expense maintain existing and future railroad tracks and their appurtenances and facilities after completion of the project.

These proposals have been agreed upon between Petitioner and Southern Pacific Company. No objections were made and they are approved. It is found that the proposals relating to the division of expenses are just and reasonable under the circumstances.

From the foregoing it is concluded that the proposed overcrossing is necessary in connection with the reconstruction of the Pacific Highway (Federal Interstate Highway No. 5) north of Winchester in Douglas County and is required in the interest of public safety, convenience and general welfare. Permission for the construction, therefore, should be granted upon the terms and conditions hereinafter set forth; it is therefore

ORDERED that the permission requested in the Petition of the State of Oregon, by and through its State Highway Commission, for the construction of a highway overcrossing structure herein proposed be and the same hereby is granted and No. C-580.05-A shall be assigned to said overcrossing in the Commissioner's Catalog of Crossings in the State of Oregon; and it is further

ORDERED that such overcrossing structure shall be made upon the following terms and conditions:

(1) Construction shall be done in a good and workmanlike manner in accordance with accepted engineering practices and in conformity as to location, grade, elevation and general design with the details as shown on the Oregon State Highway Department Bridge Division Drawing entitled Preliminary Plan and Elevation Drawing No. 18185 and Vicinity Map and Profile Drawing No. 18024, submitted with the Petition and all by reference made a part thereof.

(2) Construction and maintenance of the proposed project will otherwise be done and the cost thereof borne in accordance with the findings of the Commissioner hereinabove made; and it is further

ORDERED that impairments to the standard vertical clearances as prescribed and defined in Commissioner's Rule 44-055, which are necessary to or result from the placing of falsework or the erection of building materials required for the construction which do not encroach nearer than 22 feet above top of rail, are herein authorized as temporary impaired vertical clearances, such impairments to be removed upon completion of the proposed structure; and it is further

Order #39038

ORDERED that Southern Pacific Company is authorized to operate over the impaired tracks under the conditions of impairment referred to herein; and it is further

ORDERED that this order shall be effective on the date of the execution hereof.

Made and entered this 31st day of January, 1963.

Public Utility Commissioner

(SEAL)

RECEIVED
DEC 7 1962
FOR FILING

December 6, 1962

Mr. George C. Stubbert
City Manager
City of Sutherlin
Post Office Box 446
Sutherlin, Oregon

Dear Mr. Stubbert:

This is in reply to your November 20 letter concerning a proposed water line across the interstate highway at Duke Road. It would be possible for the Highway Department to place a conduit under the interstate freeway at this location when this section is converted to full interstate standards.

For your information, the cost of an 18-inch conduit from right-of-way line to right-of-way line is approximately $2,000. This is a preliminary figure only, and the cost to the City of Sutherlin should be determined by actual bid prices at the time of the construction in this vicinity.

If you wish to pursue this matter further, please let us know and someone from the County-City Relations Division could contact you and work out any necessary details. If you should need additional information or data, please do not hesitate to call on us.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

cc Forrest Cooper
G. S. Paxson
F. D. Morgan
L. R. Chandler
H. S. Cox

PLEASE RETURN TO
R. L. PORTER

City of SUTHERLIN

Douglas County, Oregon

Post Office Box 446
Phone 2856

November 20, 1962

Mr. Cooper
Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Cooper,

The City of Sutherlin wishes to request that when the Sutherlin interchange is being reconstructed by the State Highway Dept., that a conduit be installed at Duke Road. For the purpose of placing a water line under the freeway. 14" in diameter.

The area west of the freeway has recently been annexed to the City and a crossing at Duke road will serve the most economical installation. It will be necessary to provide adequate water supply to the area.

Please take this under consideration and let us know if this can be worked into the state project, to be installed during the time of construction.

At the public hearing in Roseburg I was informed that a conduit could be included in the plans by the state on the Sutherlin Elkton interchange.

The reason for my delay in the request was to further study the water system and see if Duke Road was the proper location.

Respectfully,

George C. Stubbert
City Manager

NOTED
R. L PORTER

Porter

gcs/ps

REFERRED TO
Attg.
By Construction Engineer

RECEIVED
NOV 21 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 21 1962
OREGON
STATE HIGHWAY COMMISSION

PUX 489

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct an overcrossing over the main line tracks of the Southern Pacific Company, known as the SECOND WILBUR OVERCROSSING PROJECT, in the Southeast quarter of the Southeast quarter of Section 13, Township 26 South, Range 6 West, W. M., Douglas County, Oregon.	P E T I T I O N No._____

Petitioner herein respectfully represents:

I

That the name and address of your Petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of ORS 366.205 and ORS 763.040.

III

That for the proper service and convenience of the public, Petitioner proposes to reconstruct to Interstate System highway standards the Deady-Shady Section of the Pacific Highway, Oregon State Primary Highway No. 1, Interstate Highway No. 5, which necessitates the construction of a second overcrossing over the Southern Pacific Company's existing main line track and proposed future tracks, as shown on Oregon State Highway Department drawings numbered 18185 and 18024 (Bridge No. 7631A), attached hereto and by this reference made a part hereof. This will be a new highway crossing of an existing railroad with no benefit therefrom accruing to the Railroad.

IV

That construction of the proposed crossing at grade would not be permitted under Federal Interstate System Highway standards and that it is in the best interest of the citizens of this state to comply with said construction standards pursuant to which the Federal Government contributes 92% of the project cost and the state contributes only 8% of the cost; that due to the project's physical characteristics an undercrossing structure is not feasible or desirable; that the hazards to rail and highway traffic require a separated grade crossing, which should be above grade.

V

That upon completion the estimated annual average daily traffic on the proposed structure and its existing twin structure will be 6800 vehicles with an anticipated increase to 12,000 vehicles in 1975; that there are six train movements per day at the site of the proposed overcrossing.

VI

That the proposed structure is on a 2200-foot vertical curve with a point of intersection at Highway Engineer's Station 2110+50 and which has an ascending grade tangent from the north of 2.10% and 2.25% from the south.

VII

That Petitioner proposes that the construction and maintenance of the project be handled and the cost thereof borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed grade separation structure, including highway approaches as shown on the aforementioned drawings, and supervise the construction thereof.

(b) Finance the construction of said project, without participation therein from funds of Railroad Company, from State and Federal highway funds, including reimbursement to Railroad Company for necessary expenditures incurred in connection therewith under the accounting practices contained in PPM 30-3, issued by the Bureau of Public Roads, under date of August 15, 1955, and amendments and supplements thereto.

(c) After completion of the project, maintain the overcrossing structure with its fills and approaches and other highway appurtenances.

THINGS TO BE DONE BY RAILROAD:

(a) Subject to reimbursement under Federal regulations:

1. Furnish such engineering, inspection, watchman and flagman services as may be necessary to protect railroad operations during the period of the construction of the project.

2. Move and reinstall such existing right of way fences as necessarily must be moved for the project.

3. Remove existing signal and communication lines, protect the same during construction and thereafter replace in a permanent location.

(b) At its own cost and expense, maintain the railroad tracks with their appurtenances and facilities.

VIII

That during construction vertical clearance will be impaired or reduced to 22' 0", from top of existing rail to framing above; that upon completion of the proposed structure, both vertical and horizontal clearances will exceed the minimum standards set forth in Public Utility Commissioner's Order No. 33700.

IX

That the proposed project is located in the Southeast quarter (SE¼) of the Southeast quarter (SE¼), Section 13, Township 26 South, Range 6 West, W. M., Douglas County, Oregon.

WHEREFORE, Petitioner prays for an order authorizing such construction and allocation of costs in accordance herewith, and for such other and further order or orders as may be just and proper in the premises.

Dated at Salem, Oregon, this day of , 1962.

STATE OF OREGON, by and through
its State Highway Commission
L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By_____
J. N. HERSHBERGER-Staff Attorney

STATE OF OREGON)
) ss
County of Marion)

I, Ivan Merchant, being first duly sworn, say that I am Bridge Engineer for the Oregon State Highway Commission and that the foregoing petition is true as I verily believe.

IVAN MERCHANT

Subscribed and sworn to before me this day of , 1962.

J. N. HERSHBERGER
Notary Public for Oregon
My commission expires Feb. 20, 1966

I certify that the above is a true and correct copy of the foregoing petition and the whole thereof.

J. N. HERSHBERGER-Staff Attorney

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 24, 1962

SUBJECT: Second Wilbur Overcrossing
PUC Application
Bridge No. 7631A

To:
Mr. Leonard L. Lindas
Chief Counsel
O F F I C E

Attention: Mr. Joe Herschberger
Assistant Counsel

The reconstruction of the Pacific Highway (I-5) to interstate standards requires the construction of the second Wilbur Overcrossing of the SP Company tracks.

I am attaching 12 prints each of our Drawing Nos. 18185 and 18024 being the preliminary plan and elevation and the vicinity map, respectively, for the proposed overcrossing structure.

The structure is located in the NE¼ of the SE¼ of Section 13, Township 26 South, Range 6 West, W.M. The proposed structure will be built parallel to and westerly of the existing structure at a distance of 100' center-to-center of structures. The highway center line intersects the railroad at Highway Station LS 2116+18.08 equals Railroad Station 914+31.33 and with an intersection angle of 48°28'10". Provision is made at this point for additional tracks on either side of the existing main line track and 15'0" therefrom as was provided in the design and construction of the existing structure. The proposed structure has a total length of 308' center-to-center of end bents with span arrangements beginning at the north end of 38'-50'-72'-60'-50', and 38' with the 72' span being constructed over the track area. The structure will be of the poured-in-place reinforced concrete T-beam type and will have a 30' roadway between curbs with no provision for sidewalks. The structure is on a 2200' vertical curve which has a point of intersection at Station 2110+50 and which has ascending grades of 2.10% from the north and 2.25% from the south.

Vertical and horizontal clearances are indicated on Drawing No. 18185 and in all cases are in excess of minimum PUC requirements. It will be necessary to impair the vertical clearance to 22'0" above the top of existing rail during the construction period which impairment will be removed upon the completion of construction.

The proposed structure is a new crossing of an existing railroad and will be of no benefit to the railroad. No funds of the railroad will be used in the construction of the project and the railroad will be reimbursed for their necessary expenditures as permitted by PUC 30-3 with additions and amendments thereto. The proposed overcrossing structure is on the southbound lane of Interstate 5 and is necessary for the convenience of the traveling public

NOTED
P. M. STEPHENSON

inasmuch as a crossing at grade would not be permitted by the design regulations pertaining to the interstate system.

During the construction of this project the State will finance the project from State and Federal funds, will prepare plans and specifications, award a contract, and supervise construction. Upon completion of the project the State will maintain the structure and all highway appurtenances at its own cost and expense.

The Railroad subject to reimbursement as mentioned above under PPM 30-3 should do the following things:

1. Remove its existing signal and communication line and protect the same during the construction period and replace in permanent location upon the completion of construction.

2. Remove and replace its right-of-way fences as required.

3. Furnish engineering, watchman and flagman services to protect its operations during the construction period.

4. Maintain the railroad trackage and all other railroad appurtenances at its own cost and expense.

Upon the completion of the project it is estimated that there will be an average daily traffic of 6800 vehicles on the northbound and southbound structures which will increase to 12,000 vehicles per day in 1975. There are six train movements per day at the site of the proposed crossing.

Will you please prepare an application for a PUC order for this project.

Ivan D. Merchant
Bridge Engineer

IDM/ms

Attached

cc: Mr. P. M. Stephenson

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OCT 25 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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OCT 25 1962
COMMISSIONERS

GLENN E. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 24, 1962

Your File No. 322
0-10-62-8

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

Re: The Second Wilbur Overcrossing of
Southern Pacific Company Tracks
Deady-Shady Section of Pacific Highway
(Interstate 5)
Bridge No. 7631A

Enclosed please find two prints each of our Drawings 13185 and 18024 being the preliminary plan and elevation and vicinity map, respectively, for the proposed second Wilbur Overcrossing of your tracks immediately north of Winchester. An application for a PUC hearing is being made and the enclosed drawings are the exhibit drawings in the PUC application.

Your letter of July 23 and the copy of your Drawing B-477 indicated the additional easement area required. The proposed project is a new crossing of an existing railroad and considered to be of no benefit to the railroad. No contribution of railroad funds will be requested in this project and the railroad will be reimbursed for its necessary expenditures as permitted by PUM30-3 with amendments and additions thereto.

In this project the State will prepare plans and specifications, award a contract, and supervise construction and upon completion of the project, maintain the overcrossing structure and all highway appurtenances subject to reimbursement as mentioned above.

The railroad should do the following things:

1. Remove its existing signal and communication line and protect the same during the construction period and replace in permanent location upon the completion of construction.

2. Remove and replace its right-of-way fences as required.

NOTED
P. M. STEPHENSON

3. Furnish engineering, watchman, and flagman services to protect its operations during the construction period.

4. Maintain the railroad trackage and all other railroad appurtenances at its own cost and expense.

A construction date has not been determined for this project; however, it is now believed that construction would be started in the last half of 1963.

Will you please prepare the railroad/highway agreement for the proposed construction.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm
Enclosure

cc: Mr. H. M. Williamson-w/ encs. of 2 prints each of 18185 and 18024
Mr. P. M. Stephenson
Mr. F. D. Morgan-w/ print of SP Drawing B-477

RECEIVED
OCT 25 1962
OFFICE OF
STATE BRIDGE ENGINEER

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 30, 1962

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: Mr. A.W. Kilborn

Gentlemen:

Re: Second Wilbur Railroad Overcrossing
Bridge No. 7631A

Please refer to your letter of July 23 and the print of your Drawing No. B-477 covering future easement requirements for the Second Wilbur Overcrossing.

As mentioned in my letter of June 12 this structure is scheduled for construction during the year 1966, however, I believe we should proceed with all the details as there is a very good possibility that construction will be "stepped up".

The easement area as indicated on your Drawing B-477 is satisfactory.

Will you please proceed with the processing of this easement and in the near future material for the PUC hearing will be supplied, at which time the Railroad/Highway agreement can be made.

Thank you for your prompt attention to this project.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm
Attached

cc: Mr. P. M. Stephenson
Mr. F. D. Morgan
Attention: Mr. Floyd Scott-w/ copy of B-477 attached

NOTED
P. M. STEPHENSON

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JUL 30 1962
OFFICE OF
STATE HIGHWAY ENGINEER

I-5-3(56) Sutherlin-Winchester Section 19
130
#358

CONFIDENTIAL

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DEC 15 1967

I-5-3(56)130
6358

CONFIDENTIAL

THIS REPORT AND LETTER IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION.

December 14, 1967

Signature
December 14, 1967
Date

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

As indicated in my June 29 letter to you, we have been analyzing the claims for additional compensation which the contractor on the Sutherlin Junction-Winchester Section of I-5, Contract No. 6358, Project No. I-5-3(56)130, has submitted.

We believe some adjustment is due the contractor on three parts of his claim relating to the cement treated base work. These parts are designated 6, 7 and 7a as shown in the attached folder which includes supporting data and discussion on each of them. These have been discussed informally with your representatives.

Parts 6 and 7 result from the 47.4 percent underrun of the cement treated base bid item. The plan quantity was inaccurate apparently because an equation was overlooked. The total project authorization underran 2.6 percent; contract items underran 8 percent, so there were no major offsetting overruns. The preface material in the attached folder includes a copy of a September 27, 1967, letter from our Legal Division favoring an adjustment in compensation to the contractor due to this major underrun.

A quantity of 3"-0 cement treated base material was left over unused and has no salvage value. We regard this under-utilization of the material as a project cost and believe its production cost represents the money adjustment due to the contractor. We believe this should be considered an adjustment on the work done under the contract item and that the adjustment amount should be eligible for Federal participation. This is somewhat similar to the

situation that has occurred on some projects where sign changes were made and unused sign materials have been purchased from the contractor at his cost, with only token salvage scrap value assigned as a nonparticipating component.

Part 7a is concerned with the unit cost of producing the cement treated base aggregate. The basic concept of the cement treated base design was to utilize unprocessed native material that would combine with cement and react to change the character of the material and upgrade it. The applicable contract specifications are included in the folder and did not prohibit washing of this aggregate. In order to achieve the benefit of the cement treatment, the State requested that the aggregate not be washed. The contractor contends, with some validity, that his crushing plant production was thereby reduced because the dirty material did plug up the screens and hang up in bunkers. Adjustment on this part is based on a difference in crusher efficiency between the processing of this material and other material from the same source that was subsequently washed during production for other items.

The contractor still seeks a time extension to eliminate all liquidated damages. This has been presented to you previously and was declined under date of May 5, 1966. The contractor may present further information and seek reconsideration on this item. If he does so, we may make a new recommendation to you on that item.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Enclosure

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

JAB:fw srb

CONTRACTOR'S CLAIMS

SUTHERLIN JCT.-WINCHESTER SEC.
PACIFIC HWY.-DOUGLAS COUNTY

CONTRACT # 6358

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION.

October 20, 1967

Signature

Date

FORM E-30 50M 12-65 · 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 12, 1967

SUBJECT: Sutherlin Jct.-Winchester Section
Contract No. 6358
Contractor's Claims

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Roy L. Houck Sons' Corporation made claims on twelve separate items on this project originally totaling $37,249.13. Attached are two folders of material subdivided by claim number in accordance with the first page summary.

Of the claimed amount, $23,809.30, or 64 per cent, was on three phases of the CTB item (Claim Nos. 6, 7 and 7a). Claims 6 and 7 result from the 47.4 per cent underrun of the CTB bid item. The plan quantity was inaccurate. Apparently, an equation was overlooked resulting in almost doubling the correct quantity. Total project authorization underran 2.6 per cent; contract items underran 8 per cent, so there were no major offsetting overruns. A Legal Division opinion on State's responsibility favors an adjustment in compensation to the contractor on this item due to the major underrun. This is found in the third paragraph of Mr. Johansen's September 27, 1967 letter, copy of which is in the preface material in the folder.

The left-over quantity of 3"-0 CTB material has no salvage value. The cost of producing it should be added as an adjustment to the cost of producing the material utilized in the project. We regard this under utilization of the material as a project cost and believe that any adjustment should be eligible for Federal participation. This is similar to the situation that has occurred when sign changes were made and unused material is purchased under the contract with only a token salvage scrap value non-participating.

Claim 7a is concerned with the unit cost of producing the CTB aggregate. A basic concept of the CTB base design was to utilize unprocessed native material that would combine with cement and react to change the character of the material. The specifications (included in the folder) did not prohibit washing of this aggregate. The State requested that it not be washed. The contractor contends that his crushing plant production was reduced because he could not wash because the dirty

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DEC 14 1967

material would plug up the screens and hang up in bunkers. The contractor's claim is based on an alleged difference in crusher efficiency, or availability of 15.6 per cent between this and other material that was subsequently washed during production. The contractor has been unable to submit data to substantiate this figure. We have found some excellent data in the first-shift Inspector's diary and using two comparative forty-hour samples of crushing time, we do confirm that there was a 9.3 per cent lower availability on the crusher during the CTB work. We have therefore based our adjustment on this figure plus payment for 62 hours of extra dozer time in the pit which was documented in the diaries, but have prorated this to the contract quantity only. This dozer work was an extra effort in selecting the aerating to obtain the driest material for the crusher.

Claim No. 10 is based on a staking error which we admit in two instances, and the $1,514.38 adjustment on this item would have to be non-participating.

The contractor still seeks a 10-day time extension but has presented no new information. Bureau of Public Roads would not concur in our earlier recommendation for extention and none was granted.

We recommend against payment on the other parts of the claim which are self-explanatory. We have no assurance that the contractor will accept the total recommended amount as complete and final settlement of all claims. I believe he would do so.

One of the attached folders includes the material on only the three adjustments which should be participating. A suggested rough draft letter to forward this to the Bureau for their concurrence is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:ss:fw
Attachments

F-41(4) Thirtymile Cr.-Dyer Cr. Sec., John Day Hwy. (Grad. & Pav.) 1963

#6359

041 2653

fac 721

OREGON STATE HIGHWAY DEPARTMENT

FORM A-180 (8-64)

HIGHWAY DEPARTMENT INVOICE

NO. 87312

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
3-7-66	CC 97		11-1131-217

NOTED
RICHARD UNREIN

NOTED
R. H. PRANGE

Contract 6359
A-455(2)

- Gilliam County
- Courthouse
- Condon, Oregon
- Attn: County Court

RECEIVED
MAR 10 1966
ENGINEER
COUNTY ROAD DIVISION

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT
SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Dyer Creek Culvert Covered by agreement dated June 1, 1963.			
County Advance Deposit		2,100.00	
Less amount previously transferred		1,[illegible].00	
			5[illegible].00
County share construction cost		1,[illegible].50	
Less amount previously transferred		1,[illegible].00	
			92.50
Refund due County			407.50

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
[illegible] HARWELL

STATE COPY

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AUG 20 1965
FOR FILING

Monthly transaction number
8-111

Project report number
15

F((5- 67) PR-2A U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

State
Oregon

County
Gilliam

Project number
F-41(4)

F-41(4) 15

359

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 22, 1964, is hereby modified as follows:

Revised estimated total cost of project $ 869,754.95

Revised Federal funds $ 539,832.67

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 9 day of August, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By M K Laber

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L R Backlund
L. R. Backlund
Administrative Manager

USCOMM-DC 8120-P63

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Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.

FOR FILING 1/4

PROJECT REPORT NO.

4

FOR. R-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Gilliam

PROJECT NO.: S-455(2)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Dyer Cr., 7 mi. S. of Condon

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10-25-63	0.000
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 10,285.00	$ 6,400.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Hoyt L. Shaw

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: A. H. Parsons
(Division Engineer)

By: L. R. Buchland, Administrative Engr.

Date executed by Division Engineer: January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

Form PR-2, Federal-aid Project Agreement (Supplement)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

The State highway department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the President's Committee on Equal Employment Opportunity, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Bureau of Public Roads and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Bureau of Public Roads may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Bureau, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State highway department further agrees that it will be bound by the above equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

The State highway department agrees that it will cooperate actively with the Bureau of Public Roads and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Committee, that it will furnish the Bureau of Public Roads and the Committee such information as they may require for the supervision of such compliance, and that it will otherwise assist the Bureau of Public Roads in the discharge of the Bureau's primary responsibility for securing compliance. The State highway department further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part III, Subpart D of Executive Order 10925 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Bureau of Public Roads or the Committee pursuant to Part III, Subpart D of Executive Order 10925. In addition, the State highway department agrees that if it fails or refuses to comply with these undertakings the Bureau of Public Roads may cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such State highway department, or may refer the case to the Department of Justice for appropriate legal proceedings.

Oregon State Highway Department

Federal-Aid Secondary
Project No. S-455(2)

LYLE CREEK CULVERT ON THE

McHALLI CANYON ROAD IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 12, 1963

Type Code Y007
Culvert Pipe (Sta. "A" 3 05) (Contract No. 6359)

Structural Plate Pipe-Arch, Sta. "A" 3 05	120 lin.ft.	$85.00	$ 9,350.00
		Subtotal	$ 9,350.00
		10% Engr. & Cont.	935.00
		Total	$10,285.00

Length of Culvert - - - - - - - - - 0.000 Miles

Federal Funds -	$ 8,400.00
State Funds -	1,942.50
County Funds- -	1,942.50
	$10,285.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

State #

Monthly transaction number	Form -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
F 41(4)-26		Oregon
Project report number	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County
9		Gilliam
		Project number F-41(4)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 22, 19 64, is hereby modified as follows:

Revised estimated total cost of project $ 798,392.00

Revised Federal funds $ 502,000.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 18 day of February, 19 64.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Hayden P. Stowe

Ass't. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX A. W. Persons
By _____
Division Engineer

By: L. R. Backlund
L. R. Backlund, Administrative Mgr.

USComm-DC 11170

January 27, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of revised estimate as a basis for modification of project agreement for the Thirtymile Creek-Dyer Creek Section, Project No. F-41(4).

The estimate has been revised to include all work which was retained in P.S. & E. status.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mb

Oregon State Highway Department

Federal Aid
Project No. F-41(4)

THIRTYMILE CREEK-DYAR CREEK SECTION OF THE

JOHN DAY HIGHWAY IN GILLIAM COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices.)

Salem, Oregon, January 27, 1964

Type Code 6202
Roadway (Sta. 2345+00 to Sta. 2564+00 Contract 6359)

Clearing and Grubbing	All Required		$ 15,000.00
Drainage Excavation, Unclassified	1,120 cu.yds.	$ 3.00	4,020.00
General Excavation, Unclassified	420,200 cu.yds.	0.68	285,736.00
Extra for Selected Subgrade Mat'l	77,700 cu.yds.	0.35	13,195.00
Extra for rock channel protection material	2,800 cu.yds.	2.50	7,000.00
Short Overhaul	471,000 yd.sta.	0.02	9,460.00
Long Overhaul	22,900 C-yd.sta.	0.40	9,160.00
Finishing Roadbed and Slopes	4.15 miles	275.00	1,141.25
Rounding Cutbanks	2,000 lin.ft.	0.15	300.00
12-inch Culvert Pipe	120 lin.ft.	2.25	270.00
18-inch Culvert Pipe	1,230 lin.ft.	3.75	4,612.50
18-inch Corrugated Metal Pipe	280 lin.ft.	3.75	1,050.00
42-inch Corrugated Metal Pipe	100 lin.ft.	16.25	1,625.00
36-inch Corrugated Steel Pipe	180 lin.ft.	10.95	1,971.00
78-inch Corrugated Steel Pipe	22 lin.ft.	54.00	1,188.00
84-inch Corrugated Steel Pipe	150 lin.ft.	80.00	12,000.00
36-inch Pipe, Sta. 2533+75	85 lin.ft.	10.00	850.00
48-inch Pipe, Sta. 2377+20	100 lin.ft.	22.00	2,200.00
72-inch Pipe, Sta. 2490+70	80 lin.ft.	48.00	3,840.00
Salvage and Reinstall culvert pipe	100 lin.ft.	4.00	400.00
18-inch Culvert End Section	14 only	30.00	420.00
36-inch Culvert End Section	2 only	125.00	250.00
8-inch Drain Pipe (Rigid-Type or Uncoated Metal)	120 lin.ft.	2.45	294.00
8-inch Perforated Metal Drain Pipe (Rigid-Type or Uncoated Metal)	1,570 lin.ft.	2.25	3,532.50
Special Backfill in Drains	470 lin.ft.	6.50	1,885.00
Structural Plate Pipe, Sta. 2422+00 and 2440+00	150 lin.ft.	85.00	12,750.00
Class "A" Concrete	75 cu.yds.	150.00	11,250.00
Metal Reinforcement	6,000 lbs.	0.17	1,020.00
Metal Guard Rail	20,000 lin.ft.	2.55	51,000.00
Rail End Pieces	50 only	5.25	262.50
Guide Posts, W-1	125 only	7.35	918.75
Guide Posts, Y-1	22 only	7.35	161.70

Type 1 Fence	1,100 rods	$ 6.75	$ 7,425.00
Type 2 Fence	245 rods	7.77	1,903.65
16'x48" Metal Gates	2 only	100.00	200.00
Temporary Stone Surfacing Mat'ls	12,500 tons	2.50	31,250.00
Coarse Crushed Material in Base	54,500 tons	1.25	68,375.00
3/4"-0 Material in Base	12,400 tons	1.25	15,500.00
Sprinkling	3,800 M-gal.	2.50	9,500.00
SS-1 Asphalt in Sprinkling	7,700 gal.	0.30	2,310.00
Preparation of Base	4.13 mile	315.00	1,307.25
3/4"-0 Material in Binder Course	490 cu.yds.	3.25	1,592.50
MC-250 Asphalt	75 tons	45.00	3,375.00
Asphaltic Concrete Mixture	16,200 tons	4.00	64,800.00
Asphalt in Mixture	890 tons	35.00	31,150.00
Extra for Paving Approaches	10 only	45.00	450.00
			$698,445.60
Flagging (57½% of Contractor's Cost)	All Required		$ 16,000.00
Signing	All Required		200.00
			$ 16,200.00

Utilities

Work by Pacific Power & Light Co.	All Required	$ 1,991.00
Work by Pacific N.W. Bell Tel. Co.	All Required	9,175.21
		$ 11,166.21
Subtotal		$725,811.81
10% Engr. & Cont.		72,580.11
Total		$798,392.00

Length of Roadway - - - - - - - - - - 4.148 miles
Cost of Roadway per Mile- - - - - - $192,476.37

Federal Funds -	$502,000.00
State Funds -	296,392.00
	$798,392.00

State Funds for Const.: Chap. 175, Laws 1937; Chap. 31, Laws 1939; Chap. 520, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

THIRTYMILE CREEK-DYER CREEK SECTION

PROJECT NO. F-42(4)

Estimated Cost of Work by Pacific Northwest Bell Telephone Company:

Labor	$,331.00
Material	327.00
Equipment	76.00
Contract Cost for Rock Digging	270.00
Salvage Credit	- 15.00 Cr.
Lump Sum	$,991.00

Estimated Cost of Work by Pacific Power and Light Company:

Materials	$2,7 9.39
Labor	,560.58
Equipment	442.80
Easements and R.O.W.	250.00
Overhead, etc.	1,313.66
Salvage Credit	- 111.20 Cr.
	$9,175.23

RECEIVED
JAN 3 1964

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
1-107

FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

STATE: Oregon

COUNTY: Gilliam

PROJECT NO.: F-41(4)

PROJECT REPORT NO.: 3

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

SR 19 Thirty-Mile Cr. to 2 mi. north of Mayville

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10-28-63	4.148
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 786,110.00	$ 495,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Shaw

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XXX A. W. Parsons
(Division Engineer)

By: R. Buckland, Administrative Mgr.

Date executed by Division Engineer January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

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8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

Form PR-2, Federal-Aid Project Agreement (Supplement)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

The State Highway Department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the President's Committee on Equal Employment Opportunity, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Bureau of Public Roads and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Bureau of Public Roads may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Bureau, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State Highway Department further agrees that it will be bound by the above equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

The State Highway Department agrees that it will cooperate actively with the Bureau of Public Roads and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Committee, that it will furnish the Bureau of Public Roads and the Committee such information as they may require for the supervision of such compliance, and that it will otherwise assist the Bureau of Public Roads in the discharge of the Bureau's primary responsibility for securing compliance. The State Highway Department further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part III, Subpart D of Executive Order 10925 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Bureau of Public Roads or the Committee pursuant to Part III, Subpart D of Executive Order 10925. In addition, the State Highway Department agrees that if it fails or refuses to comply with these undertakings the Bureau of Public Roads may cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such State Highway Department, or may refer the case to the Department of Justice for appropriate legal proceedings.

Oregon State Highway Department

Federal-Aid
Project No. F-41(4)

THIRTYMILE CREEK-DYER CREEK SECTION OF THE

JOHN DAY HIGHWAY IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 12, 1963

Type Code 6202
Roadway (Sta. 2345+00 to Sta. 2564+00)(Contract No. 6359)

Clearing and Grubbing	All Req.		$ 15,000.00
Drainage Excavation, Unclassified	1,340 cu.yd.	$ 3.00	4,020.00
General Excavation, Unclassified	420,200 cu.yd.	0.68	285,736.00
Extra for Selected Subgrade Material	37,700 cu.yd.	0.35	13,195.00
Extra for Rock Channel Protection Material	2,800 cu.yd.	2.50	7,000.00
Short Overhaul	493,000 yd.sta.	0.02	9,860.00
Long Overhaul	22,900 C-yd.sta.	0.40	9,160.00
Finishing Roadbed and Slopes	4.15 mile	275.00	1,141.25
Rounding Cutbanks	2,000 lin.ft.	0.15	300.00
12-inch Culvert Pipe	120 lin.ft.	2.25	270.00
18-inch Culvert Pipe	1,230 lin.ft.	3.75	4,612.50
18-inch Corrugated Metal Pipe	280 lin.ft.	3.75	1,050.00
42-inch Corrugated Metal Pipe	100 lin.ft.	16.25	1,625.00
36-inch Corrugated Steel Pipe	100 lin.ft.	10.95	1,095.00
78-inch Corrugated Steel Pipe	22 lin.ft.	54.00	1,188.00
84-inch Corrugated Steel Pipe	150 lin.ft.	80.00	12,000.00
36-inch Pipe, Sta. 2533+75	85 lin.ft.	10.00	850.00
48-inch Pipe, Sta. 2377+20	100 lin.ft.	22.00	2,200.00
72-inch Pipe, Sta. 2490+90	80 lin.ft.	48.00	3,840.00
Salvage and Reinstall Culvert Pipe	100 lin.ft.	4.00	400.00
18-inch Culvert End Section	14 only	30.00	420.00
36-inch Culvert End Section	2 only	125.00	250.00
8-inch Drain Pipe (Rigid-Type or Uncoated Metal)	120 lin.ft.	2.45	294.00
8-inch Perforated Metal Drain Pipe (Rigid-Type or Uncoated Metal)	1,570 lin.ft.	2.25	3,532.50
Special Backfill in Drains	290 lin.ft.	6.50	1,885.00
Structural Plate Pipe, Stations 2422+00 and 2440+00	150 lin.ft.	85.00	12,750.00
Class "A" Concrete	75 cu.yd.	150.00	11,250.00
Metal Reinforcement	6,000 lb.	0.17	1,020.00
Metal Guard Rail	20,000 lin.ft.	2.55	51,000.00
Rail End Pieces	50 only	5.25	262.50
Guide Posts, W-1	125 only	7.35	918.75
Guide Posts, Y-1	22 only	7.35	161.70
Type 1 Fence	1,100 rod	6.75	7,425.00
Type 2 Fence	245 rod	7.77	1,903.65
16' x 48" Metal Gates	2 only	110.00	220.00

Temporary Stone Surfacing Materials	12,500 ton	$ 2.50	$ 31,250.00
Coarse Crushed Material in Base	55,500 ton	1.25	69,375.00
3/4" - 0 Material in Base	12,400 ton	1.25	15,500.00
Sprinkling	3,800 M-gal.	2.50	9,500.00
SS-1 Asphalt in Sprinkling	7,700 gal.	0.30	2,310.00
Preparation of Base	4.15 mile	315.00	1,307.25
3/4" - 0 Material in Binder Course	490 cu.yd.	3.25	1,592.50
MC-250 Asphalt	75 ton	45.00	3,375.00
Asphaltic Concrete Mixture	16,200 ton	4.00	64,800.00
Asphalt in Mixture	890 ton	35.00	31,150.00
Extra for Paving Approaches	10 only	45.00	450.00
			$98,445.60
Flagging (57½% of Contractor's Cost)	All Req.		$ 16,000.00
Signing	All Req.		200.00
			$ 16,200.00
	Subtotal		$714,645.60
	10% Engr. & Cont.		71,464.40
	Total		$786,110.00

Length of Roadway - - - - - - 4.148 Miles
Cost of Roadway Per Mile- - - $189,515.42

Federal Funds - - - - - -

Oregon State Highway Department

Federal Aid
Project No. F-41(4)

THIRTYMILE CREEK-DYER CREEK SECTION OF THE

JOHN DAY HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 17, 1963

Type Code 6202
Roadway (Sta. 2345+00 to Sta. 2564+00)

Clearing and Grubbing	All Required		$ 30,000.00
Drainage Excavation, Unclassified	1,340 cu.yds.	$ 3.00	4,020.00
General Excavation, Unclassified	420,200 cu.yds.	0.61	256,322.00
Extra for Selected Subgrade Material	37,700 cu.yds.	0.15	5,655.00
Extra for Rock Channel Protection Material	2,800 cu.yds.	1.00	2,800.00
Short Overhaul	493,000 yd.sta.	0.01	4,930.00
Long Overhaul	22,900 C-yd.sta.	0.40	9,160.00
Finishing Roadbed and Slopes	4.15 miles	1,200.00	4,980.00
Rounding Cutbanks	2,000 lin.ft.	0.20	400.00
12-inch Culvert Pipe	120 lin.ft.	2.75	330.00
18-inch Culvert Pipe	1,230 lin.ft.	4.50	5,535.00
18-inch Corrugated Metal Pipe	280 lin.ft.	5.00	1,400.00
42-inch Corrugated Metal Pipe	100 lin.ft.	16.00	1,600.00
36-inch Corrugated Steel Pipe	100 lin.ft.	13.50	1,350.00
78-inch Corrugated Steel Pipe	22 lin.ft.	48.00	1,056.00
84-inch Corrugated Steel Pipe	150 lin.ft.	53.00	7,950.00
36-inch Pipe, Sta. 2533+75	85 lin.ft.	13.50	1,147.50
48-inch Pipe, Sta. 2377+20	100 lin.ft.	20.00	2,000.00
72-inch Pipe, Sta. 2490+90	80 lin.ft.	41.00	3,280.00
Salvaging and Reinstalling Culvert Pipe	100 lin.ft.	15.00	1,500.00
18-inch Culvert End Section	14 only	50.00	700.00
36-inch Culvert End Section	2 only	150.00	300.00
8-inch Drain Pipe (Rigid-Type or Uncoated Metal)	120 lin.ft.	2.50	300.00
8-inch Perforated Metal Drain Pipe (Rigid-Type or Uncoated Metal)	1,570 lin.ft.	2.50	3,925.00
Special Backfill in Drains	290 lin.ft.	6.00	1,740.00
Structural Plate Pipe, Sta. 2442+00 and 2440+00	150 lin.ft.	95.00	14,250.00
Class "A" Concrete	75 cu.yds.	90.00	6,750.00
Metal Reinforcement	6,000 lbs.	0.20	1,200.00
Metal Guard Rail	20,000 lin.ft.	2.50	50,000.00
Rail End Pieces	50 only	5.00	250.00
Guide Posts, W-1	125 only	7.00	875.00
Guide Posts, Y-1	22 only	7.50	165.00
Type 1 Fence	1,100 rods	6.00	6,600.00
Type 2 Fence	245 rods	7.50	1,837.50

16' x 48" Metal Gates	2 only	$ 100.00	$ 200.00
Temporary Stone Surfacing Materials	12,500 tons	1.25	15,625.00
Coarse Crushed Material in Base	55,500 tons	1.25	69,375.00
3/4" - 0 Material in Base	12,400 tons	1.35	16,740.00
Sprinkling	3,800 M-gal.	3.00	11,400.00
SS-1 Asphalt in Sprinkling	7,700 gal.	0.35	2,695.00
Preparation of Base	4.15 mile	300.00	1,245.00
3/4" - 0 Material in Binder Course	490 cu.yds.	3.50	1,715.00
MC-250 Asphalt	75 tons	48.00	3,600.00
Asphaltic Concrete Mixture	16,200 tons	4.10	66,420.00
Asphalt in Mixture	890 tons	34.00	30,260.00
Extra for Paving Approaches	10 only	35.00	350.00
			$653,933.00
Flagging (57½ of Contractor's Cost)	All Required		$ 16,000.00
Signing	All Required		200.00
			$ 16,200.00

Utilities

Work by Pacific Power and Light Co.	All Required	$ 5,000.00
Work by Pacific N.W. Bell Tel. Co.	All Required	2,000.00
		$ 7,000.00
	Subtotal	$677,133.00
	10% Engr. & Cont.	67,713.00
	Total	$744,846.00

Length of Roadway	4.148 Miles
Cost of Roadway Per Mile.	$179,567.50

Federal Funds	$469,000.00
State Funds	275,846.00
	$744,846.00

RECEIVED
MAY 6 - 1965
FOR FILING

F-211(4)

May 6, 1965

The Fidelity & Casualty Co.
of New York
San Francisco Branch Office
160 Pine Street
San Francisco, California

Gentlemen:

A post-final payment for $102.47 will be made to Rogers Construction Company for grading and paving the Thirtymile Creek-Dyer Creek Section of the John Day Highway in Gilliam County, as soon as the warrant is prepared.

The total amount paid on this contract will be $773,022.90, including the post-final payment. Of the total $16,574.04 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Rogers Construction Company
11760 N. E. Glisan Street
Portland 20, Oregon

Pallett, Fisher & Carlo, Inc.
1001 U.S. National Bank Building
Portland 4, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
APR 22 1965
FOR FILING

Salem, Oregon
April 22, 1965

Postfinal Estimate
Contract 6359

Mr. C. H. Maison
Controller
B U I L D I N G

Attached is force account billing for work under Order for Extra Work No. 8, Thirtymile Creek-Dyer Creek Section of the John Day Highway in Gilliam County, Contract No. 6359.

The billing is total work performed under Order for Extra Work in the amount of $1,201.21. A payment of $1,078.42 was made on Semifinal Estimate No. 11, Voucher 18790, leaving $122.29 to be paid, according to H.S. Coulter's letter submitted with the billing. Additional payment has been approved by Division and Field Construction Engineers to cover labor and equipment for November 5, 1964.

Will you prepare a payment voucher No. 12-A Postfinal to reimburse the contractor for the amount due.

L. H. Young
Office Engineer

VG:bb

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FEB 5 - 1965
FOR FILING

Salem, Oregon
February 5, 1965

Increase in Project Authorization

Loren A. Weber
Resident Highway Engineer
Astoria, Oregon 97103

This is to advise you that at its meeting of January 27, 1963 the Highway Commission approved an increase of $41,586 in project authorization on Contract No. 6359, Thirtymile Creek-Dyar Creek Section of the John Day Highway in Gilliam County.

The new authorization for construction is $863,956.05.

L. H. Young
Office Engineer

DBP:jb

cc: A. F. Furnon

RECEIVED
JAN 29 1965

6359

Salem, Oregon
January 29, 1965

Mr. Forrest Cooper
State Highway Engineer

Thirtymile Creek-Dyer Creek
John Day Highway
Contract No. 6359

The following is in reply to your request for an explanation of quantities overrun on the subject project:

The major overrun on this project was in general excavation and totals approximately 73,000 cubic yards in excess of contract quantities. In several areas ½:1 slopes were used in the computation of contract quantities and in general, these failed to hold with resulting overbreak and increased volumes.

In one area material was to be used for crushing and upon opening up the cut, it was found that the material was too dirty to crush and had to be wasted.

The entire picture of excavation is that material anticipated to be solid was of inferior quality and contained seams of common material causing overbreak and sloughing slopes.

At the time this project was estimated, erroneous conversion factors from tons to cubic yards were in use. These resulted in the need for substantially more tons of material than was originally contemplated. A modification of base design was made at field level as an economy measure but loss of crushed material into a layer of clean diced basalt rock exceeded the saving due to reduction of base thickness.

This project overran in time and as is frequently the case, engineering costs also overran.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw
cc R. L. Porter

FORM E-80 8OM 7-64 8P*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1965

SUBJECT: Thirtymile Creek-Dyer Creek Section
John Day Highway
Contract No. 6359

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

L

On January 22 a copy of the field's explanation of overruns in general excavation, surfacing rock and asphaltic concrete were handed you without analysis or submittal letter from this office. Analysis has now been made and some clarification appears in order.

OVERRUN OF GENERAL EXCAVATION (73,000 cu. yds.) - Adjustment of slopes to provide stability is established as the reason for this overrun. Revisions of the original field design, both horizontal and vertical were made in the Salem design office. A comparison of the original design and final design seems pertinent. The original design called for 506,700 cubic yards of general excavation. The final contract design called for 420,200 cubic yards for this item. The semi-final estimate shows 493,254 cubic yards, or an overrun from contract quantities of 73,000 cubic yards. How much overrun would have occurred from unstable slopes on the original design is a moot question.

Contract prices applied to original field design quantities totalled $863,000.00. The actual contract amount was $707,795.60. The semi-final contract amount was $758,787.46, an overrun of 7.3%.

The field explanation of overruns in Bottom Course Base, Top Course Base, and Asphaltic Concrete Mixture may be confusing as shown, where comparisons were made showing overruns from net quantities corrected to the new conversion factor.

Comparisons should be made in three ways:

(1) Item	Net Quantity Corrected to 1.9967 factor	Used	Per cent Over
Coarse Base	56,860	57,168	0.54%
3/4"-0 Level	16,293	18,258	12.06%
A.C.	15,679	16,755	6.86%

(2) Item	Plan Quantity	Used	Per cent Over
Coarse Base	55,500	57,168	3%
3/4"-0 Level	12,400	18,258	47%
A.C.	16,200	16,755	3%

(3) Item	Corrected Quantities +10% Allowance	Used	Per cent Over or Under
Coarse Base	62,546	57,168	9% Under
3/4"-0 Level	17,922	18,258	2% Over
A.C.	17,250	16,755	3% Under

The above comparisons, I believe, are needed to stress the importance of a proper conversion factor in this instance. They also place less importance on the secondary factors set forth in the field explanation.

F. D. Morgan
Construction Engineer

By G. L. Decker

G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachment

P.S. Another copy of field explanation is attached.

FORM S-30 REV 12-62 84670

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1965

SUBJECT:

To: Lloyd Shaw
Assistant State Highway Engineer
O F F I C E

L

In reviewing two recent requests for time extensions (Rogers Construction Company), I notice some rather startling overruns.

On the Thirtymile Creek-Dyer Creek Section of the John Day Highway in Gilliam County, the earthwork quantities overran some 73,000+ cubic yards, the surfacing approximately 7,500 yards, and the asphaltic concrete 550 tons. All of this adds up to a fairly substantial amount of money.

On the ~~Myers~~ MARKS Creek-Fields Creek Section of the John Day Highway, I note that we added 1,000 feet of guardrail and increased the surfacing rock some 14,000 tons.

While I realize that it is difficult to hit all contract items exactly, these overruns require an explanation. Please advise.

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Victor D. Wolfe

ANALYSIS OF OVERRUNS ON THIRTYMILE-DYER CREEK SECTION

The largest overrun in dollars on this project was in the bid item "General excavation, unclassified" which experienced an overrun of about 73,000 cubic yards costing just under $50,000. Apparently a small amount of this overrun (about 10%) was occasioned by a discrepancy between the typical section on the plans and that used for estimating the earthwork. This discrepancy is the use of 6:1 surfacing and ditch slopes instead of the 4:1 slopes used in the working up of grading quantities through the normal cut areas. (Refer to memos by Loren Weber and H. S. Coulter dated 11-22-63).

The balance of the overrun of earthwork can be attributed to two things: overbreak behind the cut slopes as staked and the preparation of grading quantities calling for ½:1 slopes through talus or common material. Perhaps these can best be explained by first of all reviewing some of the history of the location survey for this section.

The survey was performed in the field originally perpetuating the existing creek grade and along a rough projection made on photogrammetry prepared contour map by Mr. Edwards with some field refinements. The resultant design included numerous construction problems, the greatest of which was the handling of traffic. Consideration was even given to detouring traffic by way of county roads but the design as submitted utilized some rather extensive detour grading along the general route of the highway.

After submission to the Salem office, some revisions were made involving extensive channel changes, altering both the horizontal and vertical alignment of the creek. On either July 30 or July 31, 1962 a field inspection was made on this section by Messrs. Adrian Olson, Wm. Reed (?), Doug Greene, Loren Weber and H. S. Coulter. Apparently there is some disagreement as to the purpose of this inspection. Messrs. Coulter and Greene remember this as a trip to investigate the advisability of making the proposed extensive channel changes, particularly regarding their stability and to estimate through which areas rock channel protection would be needed. The implication in Mr. Morgan's letter of March 5, 1964 is that other people have a different recollection of the purpose of this trip. Doug Greene claims that one of the last bits of conversation during this inspection was a request by Mr. Coulter of a close review of the slopes comparing them to those recommended by Keats Oliver in his location survey before final completion of the design of this section. In a letter from Mr. Olson to this office dated January 31, 1963, it stated "It should be noted that the stage construction as noted on the plans is undergoing a major revision at this time and . . . . . indicating that at least a review was being made of some aspects of the design.

Review of the preliminary plans in July 1963 did not reveal any design features based on false assumptions with one slight exception. This being a request by Mr. Weber for additional right of way where he anticipated some slough. It was not until some time after receiving the location survey data the latter part of November 1963 that a complete study of the design of this section could be made.

A review of the location cross sections plus knowledge gained from construction of this project brings to light several probable wrong assumptions.

1. In some areas a detour was considered and apparently this led to a designers conviction that ½:1 slopes could be used. Example old station 2380 -- A detour could be used with a certain amount of continual ravel coming down in that this type facility is under constant maintenance.

2. A horizontal shift in alignment can result in having an entirely different kind of material to be removed by the excavation. An example of this is shown on the cross-section at the old station 2397.

3. In several areas, particularly on the back slopes of channel changes, slopes were changed from those submitted. This was usually from a 1:1 slope to a 1/2:1 slope. The 1/2:1 slope turned out to be too steep.

4. Even though the locating engineer reviewed his slope design throughout the length of this section, there are places where his foresight is not as good as our hindsight. There may have been a tendency on his part to keep his job as inexpensive as possible and he was too optimistic in his convictions as to the shallowness of solid rock. Some of the outcrop of solid material apparently were deceiving.

The abnormal amount of overbreak mentioned earlier undoubtedly could have been reduced had we flattened the cut slopes throughout this section. However the excavation necessary to give us these slopes that are more stable would have required a much greater overrun of the general excavation on this project. We attempted to keep the excavation to a minimum resulting in overbreak and slough.

The following tabulation shows a comparison between planned and actual quantities:

2350 - 2364	7,000 more actual than planned due mainly to overbreak though there were some dirt areas on each end of these cuts.
2363 - 2376	15,000 more actual than planned. The channel change was extended about 200 feet. The back slopes had to be laid back in about half of the channel change and the road bed cut slopes were flattened because all that was showing was talus.
2376 - 2386	1,000 more actual than planned due to channel slopes being flattened.
2410 - 2429	16,000 more actual than planned. All of the channel change cuts were staked on the flatter slopes as well as the road bed cuts 2410 - 2414+50 and 2418 - 2427.
2431 - 2440	6,000 more actual than planned. Roadbed cut slopes had to be flattened because of talus material.
2440 - 2449	23,000 more actual than planned. This was in the quarry area where for one thing, there was talus in the slopes that had to be cleaned off in order to make the slopes hold. Also, they had to waste quite a lot of material from this cut because it was too dirty to crush, and the cut broke deeper than planned which material had to be cleaned off.
2457 - 2467	21,000 more actual than planned. Flattening of slopes plus overbreak in roadbed cut from 2457 - 2461+50 and flatter slopes in channel change from 2462+50 to 2466+50.
2472 - 2477	11,000 more actual than planned. Unstable material dictated that the slopes be laid back for stability.
2487 - 2502	8,000 less actual than planned mostly due to the grade raise decreasing the excavation.
2502 - 2510	7,000 more actual than planned caused by slope layback.
2513 - 2526	8,000 more actual than planned. Unstable material caused slopes to be laid back.

The other major overruns on this project are the two courses of base rock and the asphaltic concrete pavement. A check was made of the surfacing computations apparently prepared by someone in the Salem office (copy attached) because of the date 9 January 63. These were made using an overall length of 22,614 feet which includes some 700 feet of temporary connections on the ends of this project but which would have very little effect on the accuracy of these computations. The quantities listed as net on the contract do not agree with these computations. Correcting these computations by using the factors included in a letter from the Construction Division in November 1963, we arrive at the following net quantities which we are comparing with the quantities used:

Item	Net Quantity	Used	Percent over
Bottom Course Base	56,860	57,168	0.54%
Top Course Base	16,293	18,258	12.06%
Asphaltic Concrete Mixture	15,679	16,755	6.86%

It should be pointed out, however, that a modification was made in the base design reducing the depth of the bottom course base for about half the project by approximately one-third. This would result in an overrun of 20.78% over this revised net quantity needed.

We believe there is one prime and one secondary reason for the overrun in the Bottom Course Base of almost 21%. The secondary reason is because it was necessary to carry traffic through parts of this project with the base rock functioning as surfacing. As we all know, this results in reveling of the top surface, segregation and loss of part of the natural fines and a need for continual reprocessing and maintenance. In order to maintain a tight surface, a portion of the loose "marbles" on top are bladed off and additional material must be spotted to bring the surface back to its designed template. The primary reason this lift of surfacing overran is because of the type of material upon which it was placed. Underlying the base rock throughout this project is a layer of beautiful clean, basalt dice rock. This dice rock cannot be finished to a tight surface. Because of the nature of the material, the top surface will have numerous crevices and voids. We believe the surfacing that sifted and was maneuvered into these voids during our standard processing operation took a rather sizeable amount of material. These two reasons, we believe account for the major portion of the overrun of this bid item. Of course the approximate net total from which we computed our overrun, did not include any allowance for the construction of road approaches or connections. The material needed for this allowance could be determined from the material receipt tickets. One might guess that ¼ to ⅙ of the overrun was needed for this purpose.

The 12 percent overrun in the Top Course Base material, particularly the reasons therefor are not so apparent. Part of this overage, we are convinced, is inherent in the function this layer of surfacing performs in the roadway structure, namely that of "leveling" the top surface of the coarser material below. Another part of this overage was needed in the construction of the same road approaches and connections that used some of the Bottom Coarse Base. Some additional surfacing was lost because of the same need to carry traffic on this coarse as was explained above in discussing the overrun in the coarser surfacing layer. In addition to the portions of the overrun explained above, more materials were used that designed because of our failure to maintain as close a control on the contractors operations as would have been desirable. This layer of surfacing was placed on the road, mostly down the center, with more than enough material being used than was needed for the two-inch layer. The plan was to cut this down to grade just ahead of the binder, leaving a burm a few feet outside the yellow-tops which were set 13 feet on each side of the centerline. Since traffic had to use the roadway at all times, this procedure would reduce the amount of ravel and

wash-board on the surface on which the binder must be placed. On the north half of the project this plan worked very well. However in the south half, when the lateness of the season was becoming more of a factor and the contractor was busily performing several operations (i.e. base rock, binder, guard rail and preparing to pave) the material was not in all cases cut down to the yellow-top elevation. However the road-bed was tight and smooth and our inspector allowed the contractor to proceed with the placing of the binder. Apparently the resident engineer was not aware of this until the binder was on the road. Some excess materials were also spread in spotting in the shoulders up to the elevation of the bottom of the shoulder paving. This material could not be salvaged and was used to dress up the shoulders a little more. As an excuse and not a reason it can be pointed out that this extra depth of top course base occurred through the area on which we had reduced the thickness of the bottom course, giving us a little more strength through this area.

We do not believe that the less than seven percent overrun in asphaltic concrete pavement is out of line with what can normally be expected on this size construction project. There are the road approaches and connections to pave as well as the normal tendency of both contractors and engineers to obtain at least the nominal compacted thickness in each lift. Our standard estimating procedures are based on an allowance of ten percent over net. For these reasons we do not think that using seven percent more than the net quantity needs further explaining.

1-20-65
HSC:dj

RECEIVED
MAR 10 1965
FOR FILING

January 28, 1965

Rogers Construction Company
11760 N. E. Glisan St.
Portland 20, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 27, 1965 considered your request for 45 additional workdays to complete Contract No. 6359 for grading, and paving on the 30 Mile Creek-Dyer Creek Section of the John Day Highway in Gilliam County.

After considering the recommendation of the Engineer and other available information, the Commission granted you 33 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rg

cc: A. F. Parson
Loren A. Weber
F. D. Morgan
L. H. Young
C. H. Maison
Bureau of Public Roads

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 5, 1965

In reply refer to: 08-35.4-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Time Extension
Thirty-mile Creek-Dyer Creek Section
John Day Highway
Project F-41(4), S-455(2)

A review has been made of the reasons for granting an increase of 33 workdays on subject project. We concur in your request to grant the days as shown above.

Copies to Leroy Morgan

1-8-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

December 23, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Thirtymile Creek-Dyer
Creek Section
John Day Highway
Project F-41(4), S-455(2)

Dear Sir:

We have received from Rogers Construction Company, contractor on the subject project, a request for an increase of 45 workdays to complete the project.

The contractor cites an overrun in the general excavation quantities, a grade revision, and changes in earthwork disposition as the reasons for this request.

The excavation quantities overran the contract amount 73,691.9 cubic yards. Based on the contractor's average daily production throughout the eight-month grading period of 2,993.9 cubic yards per day, this overrun justifies an increase of 24.6 days.

The grade revision and subsequent change in earthwork distribution was accomplished during the early phase of the grading operation and did not appreciably delay the progress of the work except with respect to the increased quantities noted above.

Final quantities of surfacing aggregates and asphaltic concrete overran the contract amount by 7,526.64 tons and 554.63 tons respectively. The contractor's average daily production on both of these items was 1,000 tons per day; therefore, these overruns justify an increase of 8.1 days.

This project was completed November 12, 1964. It is our recommendation that the contractor be granted an increase of 33 workdays. Your consurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
A. F. Parson
C. M. Maison

DES:fp: ajw

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 17, 1964

SUBJECT: Extension of Time
Thirtymile Cr.-Dyer Cr. Section
John Day Highway
Contract No. 6359

To:
Mr. L. P. Shaw
Assistant State Highway Engineer
BUILDING

Attached is a request from Rogers Construction Company, contractor on the subject project, for an increase in the number of workdays to complete construction project. The request is for an increase from 120 to 165 workdays.

The contractor's reasons for requesting this increase are listed below, followed by our findings.

"Excav ation quantities overrun due to change in slopes and raising of grade. Changes and uncertainity of disposal of materials from original plans."

The final total excavation quantity was 493,891.9 cubic yards, while the contract amount was 420,200. This is an overrun of 73,691.9 cubic yards. During the eight months when excavation work was being done, the contractor's average daily production was 2,993.9 cubic yards per day. Using this average, the overrun represents 24.6 days and we recommend an increase for this amount. The grade revision and resultant change in earthwork disposition were completed during the early portion of the grading and did not materially delay the work.

The contract bid items for surfacing aggregates and asphaltic concrete were 67,900 tons and 16,200 tons respectively. The final quantities for these items were 75,426.64 tons and 16,754.63 tons respectively. Based on the contractor's average daily production of 1,000 tons per day on each of these overruns, an extension of 8.1 days is justified.

This project was completed on November 12, 1964 at which time 164 workdays had been charged. This represents 44 penalty days and at the penalty rate of $210.00 per day, this amounts to $9,240.00 in liquidated damages.

The quantity overruns listed above justify 32.7 days and we recommend that an increase of 33 workdays be granted. This will leave 11 penalty days in force,

amounting to $2,310.00 in liquidated damages.

This has been discussed with the Area Engineer for the Bureau of Public Roads who concurs in our recommendation.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:fp
Attach.
cc L. H. Young
A. F. Parson

E—320 (Rev.)—8M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date August 31, 1964

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 120 days to 165 days, within which to complete our Contract No. 6359, without the assessment of liquidated damages. The said contract is described as follows:

30 Mi. Creek - Dyer Creek

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Excavation quantities overrun due to change in slopes and raising of grade. Changes and uncertainity of disposal of materials from original plans.

Respectfully submitted,

Rogers Construction Co.
Contractor

By Chas McIntyre

CONSENT OF SURETY

Date 8/31, 1964

We, THE FIDELITY & CASUALTY CO. OF NEW YORK

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact
PALLETT FISHER & CARLO INC

(SEAL)

Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6359 Contractor Rogers Construction Co.

Highway John Day

Section Thirtymile Cr.-Dyer Creek

Kind of Work Grading and paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~HEXXEXXX~~ GRANTED. The reasons for such recommendation are as follows:

33 days granted as per attached letter of transmittal.

Recommended for Approval:

J. H. Pare
Division Engineer

E. L. Kneeland
Construction Engineer or Bridge Engineer

Hoyt L. Stine
State Highway Engineer

Contract No. 6359

Project designation F-41(4) State-Federal

Date awarded November 22, 1963

Work started February 13, 1964

Per cent completed 100% Nov. 12, 1964 Date

No. of Workdays Allowed 120

No. of Workdays Used ~~XXX~~ 164

No. of Added Workdays Requested ~~XX~~ 33

RECEIVED
JAN 14 1965
FOR FILING
6317

January 14, 1965

Oregon State Highway Commission

Gentlemen:

An overrun of the original project authorization on Contract No. 6359, the Thirtymile Creek-Dyer Creek grading and paving project on the John Day Highway, in Gilliam County is anticipated. Rogers Construction Company of Portland is the contractor.

The original project authorization was $822,370.05. The present anticipated cost is $863,955.59, indicating an overrun of $41,585.54 or 5.1 percent.

The primary reason for this overrun is due to an increase in the general excavation quantities caused by a change in the design of the cut slopes. This change was required due to the excavation not being solid rock as anticipated. There was also an increase in the engineering costs caused by additional field job control inspection and further costs incurred due to an overrun in the time required to construct the project.

This request for an additional authorization will be presented at the January 27 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd Shaw - with forms
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

DES:bjm bjs

RECEIVED
JAN 14 1965
FOR FILING

6359

January 13, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed November 13, 1964, on Contract No. 6359. The contract was with Rogers Construction Company and was for grading and paving on the Thirtymile Creek-Dyer Creek Section of the John Day Highway in Gilliam County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 13, 1965, and that you concur in this procedure at the Commission meeting on January 27.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
L. H. Young
Ivan D.Merchant
C. H. Maison
A. F. Parson

LPS:ajw bjs

RECEIVED
JAN 13 1965
FOR FILING

January 12, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 6
January 27, 1965 Meeting

Gentlemen:

We have received a request for an extension of time from Rogers Construction Company, contractor on the Thirtymile Creek-Dyer Creek Section of the John Day Highway in Gilliam County, Contract No. 6359. The request is for an increase of 45 workdays and is based on an overrun in general excavation quantities, a grade revision, and a change in earthwork distribution.

The earthwork quantities overran the contract amount 73,691.9 cubic yards and based on the contractor's average daily production rate of 3,000 cubic yards per day, this represents 25 days. The grade change and earthwork distribution revision occurred early in the grading operations and did not appreciably affect the progress of the work. The final quantities for surfacing aggregates and asphaltic concrete overran the contract amount by 7,526.6 tons and 554.6 tons respectively. The contractor's average daily production on these items was 1,000 tons per day and in workday time this overrun represents eight days.

This project was completed November 12, 1964. We recommend that a 33-day extension be granted which will reduce the liquidated damages from $9,240 to $2,310.

This is a Federal-aid primary and Federal-aid secondary project and we have Bureau of Public Roads' concurrence.

This matter will be presented for your consideration at the January 27 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

DES:fp bjs

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: Dec. 26, 1964
SECTION Thirtymile - Dyer Cr.		SECTION PREFIX 11-1030
HIGHWAY John Day		COUNTY Gilliam
NAME OF JOB Thirtymile - Dyer Cr.	KIND OF WORK Grading and Paving	
CONTRACTOR Rogers Construction Company	CONTRACT NUMBER 6359	FEDERAL AID PROJECT NUMBER F-[illegible](4) S-455(2)
DATE OF CONTRACT November 22, 1963	DATE WORK STARTED [illegible] 13 [illegible]. 28, 1964	ESTIMATED COMPLETION DATE Nov. 12, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS 120	WORK DAYS USED 164
PROJECT AUTHORIZATION: $822,370.05	ENGINEERING AUTHORIZATION $ [illegible],479.65	PERCENT OF TIME ELAPSED 137
EXCLUSIVE OF ENGINEERING: $763,[illegible]90.40	ENGINEERING COST TO DATE $ 85,000.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $778,955.59	PERCENT OF AUTHORIZATION 145.3 %	100
ESTIMATED PERCENT: OVERRUN / UNDERRUN 5.1 %	DATE PROJECT WAS COMPLETED: November 12, 1964	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100	100	100	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	4.15	4.15			4.15
MILES PARTIALLY COMPLETED					
MILES COMPLETED	4.15	4.15			4.15
TOTAL ESTIMATED QUANTITIES (CONTRACT)	420,200 Y	21,000 T			16,200 T
TOTAL QUANTITIES CORRECTED TO DATE	[illegible],000 Y	86,000 T			16,755 T
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	[illegible],000 Y	86,000 T			16,755 T
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	Job Completed				
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	Wor'days Charged CAUSE OF DELAY
SUNDAY			
MONDAY	Snow		No
TUESDAY	Rain		"
WEDNESDAY	Rain		"
THURSDAY	Rain		"
FRIDAY	Rain - Snow		"
SATURDAY	Rain		

NOTED
JOHN R. OKES

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Estimate sent in by express Tuesday.

Three men in office working on semifinal two days.

Three men working with maintenance crews three days.

Started work on road [illegible] estimate Saturday.

SIGNED Thomas C. Lee

ADDRESS # 311 Condon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
DEC 15 1964
FOR FILING

December 11, 1964

Rogers Construction Company
11760 N. E. Glisan Street
Portland 20, Oregon

Dear Sir:

Final inspection has been made by the Bureau of Public Roads and State on the Thirtymile Creek-Dyer Creek Section of the John Day Highway in Gilliam County, Contract No. 6359, Fa Project F-41(4), S-455(2).

The contract work has been completed to the satisfaction of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Asst. State Highway Engineer

[illegible]
cc: F. D. Morgan
L. M. Young

Forrest Cooper
R. L. Porter

RECEIVED
DEC 2 - 1964

FOR FILING

Porter

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 24, 1964

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

SUBJECT: Thirtymile-Dyer Creek
John Day Highway
Contract 6359

To:

Memo to the file:

Mr. Porter called yesterday regarding two items in a letter from Ernie Fatland to Mr. Cooper pertaining to the Thirtymile Creek-Dyer Creek Section. The first pertained to the alleged failure of the state to construct a fence along those areas where guard rail was installed. I told Mr. Porter that it was my understanding that Mr. Parson had, after viewing this area on the ground, advised Mr. Shaw that we were going to install a wire along the top of the guard rail; that the farmer was not going to have stock in this area until some time next spring and that we would take what steps other than this necessary in order to contain the stock and prevent their wandering up and down the highway, insofar as this is our responsibility.

The second item was an alleged danger to the north bound motoring public resulting from improvement of the subject section and then dumping this traffic off onto the old narrow crooked highway just south of Thirtymile Creek. Mr. Porter would like either Mr. Parson, Mr. Shirley or myself to look at this alleged danger the next time we are in the Condon vicinity, subsequently reporting to Mr. Porter what our recommendations are, either for some minor improvement or lack of the need thereof.

Mr. Porter pointed out that there was always the possibility that this was just another dig towards getting one more section of the highway under contract.

H. S. Coulter
Assistant Division Engineer

HSC:dj

cc: R. L. Porter

RECEIVED
OCT 14 1964
FOR FILING

FORM E-30X—50M—12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 13, 1964

SUBJECT:

To:
Mr. A. F. Parson
Division Engineer
La Grande, Oregon

A review of last weeks construction weekly reports from your division indicate that engineering charges on the following contracts are overruning a considerable amount:

Project	% Complete	Allowed	Engineering Used	% Over
Thirtymile Creek-Dyer Creek	79	58,480	68,000	16.0
Marks Creek-Fields Creek	61	50,918	71,375	40.2

Please take immediate steps to see that future charges are held to an absolute minimum and provide this office with an explanation of the reasons for the excessive overrun.

F. D. Morgan
Construction Engineer

EAP:dc
cc: Lloyd P. Shaw

RECEIVED
SEP 12 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon concurrence of Engineering Director
DEC 28 1964
U.S. Bureau of Public Roads

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Thirtymile-Dyer Creek Date September 24, 1964

Highway John Day Contract No. 6359

County Gilliam Prefix 11-1030

Contractor Rogers Construction Company F. A. Project No. F-41(4)

Address Portland, Oregon Order No. 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Slide removal in channel changes.

Location by station numbers: 2453-2455
2467-2470
2488-2491

Estimate of quantities and cost:

Labor - 120 hours, dragline operator	$672.	
120 hours, oiler	578.	
28 hours, cat operator	154.	
120 hours, truck driver	588.	
Equip.- 120 hours, dragline 3/4 yd.	1387.	
28 hours, D-8 Cat ps	641.	
120 hours, 10-yd. truck	1375.	

Move in - Labor, 8 hours	$ 37.
Truck, 8 hours	123.
Labor	2029.
Equipment Rental	3526.
Materials	0
Contractor's percentage	833.
TOTAL	$6388.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Slides or sloughing has taken place after the completion of the grading of the channel changes. This will cause the contractor to use special equipment for the removal, said equipment as planned being a dragline which will set on the roadway, pull the material from the channel and load into a truck which will haul to the closest possible disposal area. The cat will be needed in the channel bottom to doze the material toward the (Over)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$822,370.07
Present estimate of project cost, including $6388.00 for work under this order	$838,890.40
Expected ~~under-run~~ over-run amount	$ 16,583.35
Expected ~~under-run~~ over-run per cent	2

Space to right of this line is for use of Salem Office

Submitted by: /s/ Loren A. Weber
Resident Engineer

Approval Recommended: /s/ A. F. Parson
Division Engineer

Approval Recommended: /s/ G. L. Decker
Asst Construction Engineer or Bridge Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer~~ ~~Oregon State Highway Engineer~~ or Office Engineer.

State Printing Copy To Young 12-17-64

roadway so that the dragline may pick it up. Since the dragline is not on the job at present, I have allowed one day to bring it in, with the supposition that they will have other work after it comes in which would pay for its removal upon completion of the work.

This work has not been done as of September 24, 1964.

Maximum equipment rental rates allowable as per AGC State agreement. Percentage allowed contractor is in accordance with the executed contract for this job.

Gilliam

W. S. Cox Hwy 18 + FAS 721
30 Mile Cr - Dyer Creek + Dyer Cr Culvert
Contract 6359

FORM E-1233 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

NOTED
R. H. PRANGE

La Grande, Oregon 97850
August 10, 1964

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Honorable Judge James O. Burns
County Judge, Gilliam County
Condon, Oregon

Dear Judge Burns:

I have your letter of August 5 concerning traffic on the Wehrli Canyon road, on which you feel that the Highway Department should participate in maintenance for this winter.

We believe that the contractor will have our road at least primed before winter and, therefore, the traffic should not have to use the Wehrli Canyon road this winter. If, however, this is not a fact, we will discuss the matter further with you when winter maintenance becomes necessary.

Very truly yours,

A. F. Parson
Division Engineer

AFP:if

cc: F. D. Morgan w/copy of Judge Burns' letter
H. S. Cox

RECEIVED
AUG 11 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
W. R. JONES

August 5, 1964

NOTED
DON HARWELL

NOTED
R. M. ALLISON

A. F. Parsons
Division Engineer
Oregon State Highway Dept.
P.O. Box 850
LaGrande, Oregon

Dear Sir:

Prior to the commencement of construction on the Dyer Creek Section of Highway 19 South of Condon, we placed a traffic counter on the Wehrli Canyon County road, which takes off from highway 19 about a mile south of Thirty mile creek and comes out on Highway 19 near Mayville.

Recent traffic counts on the Wehrli Canyon road indicate that the traffic over this route has doubled since the construction started on the Dyer Creek section of highway 19.

This would indicate that the Wehrli Canyon Road is being used as a by-pass route. The County Court feels that excessive traffic over this county road during the winter months will necessitate considerable maintenance on the part of the county and requests that the State Highway Dept. consider assisting the county in the maintenance of this road.

In many instances flagmen on the Dyer Creek Project are advising motorists when they are delayed, of the existance of the Wehrli Canyon route and thereby increasing the traffic over this road.

We would appreciate hearing from you on this matter.

Sincerely yours,

James O. Burns
County Judge
Gilliam County

CC; H.S. Cox

RECEIVED
AUG 7 1964
ENGINEER
COUNTY & CITY DIVISION

Reference: Contract 6359
Thirty Mile Cr - Dyer Creek Section
John Day Hwy #19
& Dyer Creek Culvert
FAS 721, Contract 6359

RECEIVED
JUL 30 1964

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

ORDER for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name THIRTY MILE CREEK - DYER CREEK Date July 15, 19 64

Highway [illegible] Contract No. 4859

County Gilliam Prefix 11-1030

Contractor [illegible] Construction Company F. A. Project No. F-41(4)

Address 1776 S. W. Clifton Street, Portland, Oregon Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Extra clearing for waste areas.

Location by station numbers:

2395+00 - 2399+00 left
2457+50 - 2461+50 right
2463+00 - 2466+00 left
2474+50 - 2477+00 right
2492+00 - 2494+00 right

Estimate of quantities and cost:

Labor	$ 600.00
Equipment Rental	300.00
Materials & supplies	0.00
Contractors percentage	135.00
Total	$1,035.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The above areas are outside of the regular slope lines, this caused by the excess material resulting from flattening the slopes in those cuts where talus material rather than rock was encountered. This work has not been done. Date July 15, 1964. Maximum equipment rental rates allowable as per A.G.C. - State agreement. Percentage allowed contractor is in accordance with the executed contract for this job.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 822,370.05
Present estimate of project cost, including $1,035.00 for work under this order	$ 822,370.05
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to the right of the line is for use of Salem Office

Submitted by: /s/ Loren A. Weber
Resident Engineer

Approval Recommended: /s/ G. L. Deckman
Asst. Construction Engineer

Approval Recommended: /s/ H. S. Coulter
Asst. Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing original copy to young 7-30-64

RECEIVED
JUN 1 - 1964

FORM E-30 50M 5-62 43906

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 27, 1964

SUBJECT:

To: Mr. L. H. Young
Office Engineer

The fourth paragraph of the sheet titled "Comments and Recommendations" attached to the [illegible] Intermediate Construction Report submitted by L. C. Jensen for the date of inspection of April 21, 1964 contains a statement regarding overrun of quantities that should be corrected.

Mr. Jensen states in this paragraph that the excavation quantities will increase from the net shown on the plans of 332,000 cubic yards to 476,000 cubic yards. He further states that the explanation given was that a line shift was made in the Salem office to decrease stage construction required where traffic and construction would have to use the existing roadway. A major change in both line and grade was made in this office in order to permit traffice to move without inconvenience through the project during construction, but this was not the reason for the overrun in excavation quantities. The quantities shown on the plans were computed on this line and grade.

The reason for the overrun was the fact that the cut back slopes were not stable on the slopes used in the roadway design cross section. Furthermore, at the time this project was being reworked I became concerned about the stability of these slopes. On July 30, 1962, I sent Wayne Reed, the designer assigned to the project, on a plans in hand inspection trip over the project in the company of Mr. Coulter, the Assistant Division Engineer, to examine the feasability of the proposed changes and re-appraise the stability of the proposed cut-slopes. Mr. Coulter's recommendations, as determined on this trip, were used in the final plans for the project. The fact that these slopes when opened up were not stable should not reflect on the engineering judgement used in the design of the project.

NOTED
LLOYD P. SHAW

A comparison of the quantities for the two designs - the field engineers design as submitted and the final design prepared in my office show that the field design required 506,700 cubic yards of general excavation, while the design under contract required only 421,200. Furthermore, contract prices applied to the field design quantities show the contract amount would have been $861,000 compared with the actual contract amount of $707,795.60, a difference of about $155,000.

Frank L. Hall
Chief Designer

cc Mr. Lloyd [illegible] Shaw
Mr. F. [illegible] Morgan

RECEIVED
MAY 29 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 11 1964
FOR FILING
F 41(4)

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date APR 2 1964
for Division Engineer
U.S. Bureau of Public Roads

Project Name Thirtymile Creek-Dyer Creek — Date April 7, 1964
Highway John Day — Contract No. 6359
County Gilliam — Prefix 11-1030
Contractor Rogers Construction Company — F. A. Project No. F-41(4)
Address 11760 N.E. Glisan Street — Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Additional pioneer and slope work, caused by laying slopes back from those originally staked; said revision necessitated by the fact that rock was not encountered where anticipated.

Location by station numbers: (2449 - 2452) -- (2463+50 - 2466+50) -- (2514 - 2519) -- (2530 - 2535)

Estimate of quantities and cost:

Labor	$ 594.00
Materials	0.00
Equipment	1,145.00
Contractor's Percentage	261.00
Total	$2,000.00

VOTED
LLOYD P. SHAW

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Contractor had done pioneer and slope work sections as they were originally stated. These stakes anticipated rock at a depth approximately ten feet below the surface of the ground, but when this elevation was reached there was no rock to be found. The slopes have been restaked based upon the assumption that there is no rock which requires that the pioneer work be done over again. (over)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$822,370.05
Present estimate of project cost, including $2,000.00 for work under this order	$822,370.05
Expected under-run / over-run amount	$0.00
Expected under-run / over-run per cent	0.00

Space to right of this line is for use of Salem Office

Submitted by: /s/ Loran Weber, Resident Engineer
Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer or Bridge Engineer
Approval Recommended: /s/ H. S. Coulter, Asst. Division Engineer
Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

Original To Young 5-11-64

It is the intent of this E.W.O. #3 that the contractor shall be paid regular excavation prices for the material moved plus force account for the additional pioneer and slope work necessary to bring the new slope down to the level of the original slope stakes.

This work has not been done 4-14-64. Maximum equipment rates allowable as per AGC-State agreement.

Percentage allowed contractor is in accordance with executed contract for this job.

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1 1964
OREGON DIVISION

RECEIVED
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

Mr. Forrest Cooper
State Higiway Engineer
Salem, Oregon

March 25, 1964

A. W. Parsons
Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

08-35-EC-DA

Oregon Projects F-41(4) and S-455(2)
Thirtymile Creek - Dyer Creek Section
Pacific Power & Light Co. Revised Utility Adjustment

Our memorandum dated January 23, 1964 approved the plans and estimate for the above mentioned utility adjustment and authorized you to proceed with the work.

We now approve the revised estimate, with necessary changes, submitted with Mr. Litchfield's March 20, 1964 letter. The original authorization date is applicable to this work.

NOTED
LLOYD P. SHAW

original To Young
3-30-64

RECEIVED
FEB 24 1964
FOR FILING

February 21, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 4, Account No. 274 covering the revision of construction identification signs on the Thirtymile Creek-Dyer Creek Section of the John Day Highway in Gilliam County, Contract No. 6359 in connection with Federal-Aid Project No. F-41(4).

This revision is required to conform to standards set up by the Bureau of Public Roads IM-20-1-64, dated January 9, 1964.

The contractor is not equipped to do this work. The State has the special crews to do it most economically. The amount is too small to be done by separate contract.

The total estimated amount of this order is $30.00 with Federal participation of $18.00.

Your approval of the order under PPM-21-6.3, with reimbursement to be on actual cost basis, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

MBP:jb
Enc.

ED
1964
FORM E-20 50M 3-63 69607
ILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
January 31, 1964

To:

Mr. R. L. Porter
Deputy State Highway Engineer
Salem

SUBJECT: Contract No. 6359
Thirtymile Creek-Dyer Creek Section
John Day Highway - Gilliam County

Reference is made to your letter of January 28, 1964, concerning the subject contract. This was discussed with Mr. McInroe of Rogers Construction Company yesterday. He is moving equipment in and expects to start work next week.

Copy of your letter is being forwarded to our resident engineer with instructions to comply.

A. F. Parson
Division Engineer

AFP:if

cc: Mr. F. D. Morgan
Mr. L. A. Weber

NOTED
R. L PORTER

RECEIVED
JAN 31 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 29 1964
FOR FILING

Salem, Oregon
January 28, 1964

Contract No. 6359
Thirtymile Creek-Dyer Creek Section
John Day Highway - Gilliam County

Mr. A. F. Parson
Division Engineer
Division V
La Grande

Some concern is being expressed over the failure of Rogers Construction Company to commence work on the Thirtymile Creek-Dyer Creek Section during the winter season. I note that this is a 120-workday job with no time charged between November 30 and March 1.

The concern is based on the fact that it may be difficult to transport wheat through the project during harvest season next summer. Please make every effort to see that detours are kept in proper condition and that provisions are made so wheat haulers will suffer as little inconvenience as possible.

If you can forecast any specific problems, please let me know.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Lloyd P. Shaw
Mr. F. D. Morgan

RECEIVED
JAN 30 1964

477 Cottage Street, N. E.
Salem, Oregon 97301

January 23, 1964

Original signed by
G. R. Brooks
Dist. Engineer

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

OE-35.2-O

A. W. Parsons
Division Engineer
Salem, Oregon

Oregon Project F-41(4) Thirtymile Creek - Dyer Creek Section,
John Day Highway
Pacific Power & Light Company Utility Adjustment

Our memorandum dated October 28, 1963 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated November 5, 1963, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated January 16, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Young's letter dated January 21, 1964.

Our program memorandum dated September 13, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

original to Young
1-30-64

NOTED
LLOYD P. SHAW

RECEIVED
JAN 20 1964
FOR FILING

January 17, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering directional signing on the Thirtymile Creek-Dyer Creek Section of the John Day Highway in Gilliam County, Contract No. 6359 in connection with Federal-Aid Project No. F-41(4), S-455(2).

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

This work is in accordance with the Special Provisions and was an anticipated item of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

Enc.

RECEIVED
JAN 17 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

January 13, 1964

Original signed by
G. R. Brooks
Dist. Engineer

By: G. R. Brooks
District Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-DA

Oregon Project F-41(4), Thirtymile Creek-Dyer Creek Section
Pacific N.W. Bell Company Utility Adjustment

Our memorandum dated October 28, 1963 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated November 5, 1963, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated December 30, 1963, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated January 8, 1964. Since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work, as indicated in the estimate, is approved. Reimbursement on an agreed lump sum basis of $1,991.00 is approved.

Our program memorandum dated September 13, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You were verbally authorized to proceed with actual adjustments for the above-mentioned utility effective on January 13, 1964. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

original To Young
1-17-64

NOTED
LLOYD P. SHAW

RECEIVED
DEC 17 1963
FOR FILING

December 16, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering State's share of flagging on the Thirtymile Creek-Dyer Creek Section of the John Day Highway in Gillian County, Contract No. 6359 in connection with Federal-Aid Project Nos. F-41(4) and S-455(2).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:bb

Enc.

RECEIVED
DEC 16 1963
FOR FILING

COMMISSIONERS
GLENN [illegible], CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6 1 7

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 11, 1963

Dr. David L. Cole
Museum of Natural History
University of Oregon
Eugene, Oregon

Subj: Possible Indian Artifacts
Thirty Mile Creek-Dyer Creek Sec.
John Day Highway
Gilliam County

Dear Dr. Cole:

Attached is a report from Mr. Loren Weber, our resident engineer at Condon, concerning an Indian camp-ground site located within the limits of this project. We are also enclosing a set of our construction plans for the project for your use.

Bids for this project were opened on November 19, 1963, and a contract has been awarded to Rogers Construction Company, 11760 N.E. Glisan Street, Portland 20, Oregon.

Please notify Mr. Weber as to what action you propose to take regarding this site and send copies of any correspondence to this office. Mr. Weber's phone number is 384-3705 in Condon.

Very truly yours,

COPIED
LLOYD P. SHAW

F. D. Morgan
Construction Engineer

by Edwin A Pease

Edwin A. Pease
Construction Office Engineer

RECEIVED
DEC 18
[illegible]

Encls.
cc: Lloyd P. Shaw - with encl.
A. F. Parson
Loren Weber

OREGON STATE HIGHWAY DEPARTMENT

TO: Mr. A. F. Parson
Division Engineer

Mr. F. D. Morgan

SUBJECT: Indian Encampment Area
30 Mile - Dyer Creek

FROM: Loren A. Weber
P.O. Box 311
Condon, Oregon

DATE: December 4, 1963

It has been brought to my attention that adjacent to Station 2468 our line is going over an area that was used by the Indians as a camp ground. There remains in evidence several depressions which were supposed to have been tepee sites and they tell me they have found Childrens bones in the bottoms of some of these. Our grading work in the area has a channel change on the left which will probably cut through some of these tepee sites. Will you please advise what action, if any other than this letter should be taken by me in this matter.

Sec 15, T55, R21E
8± mi. S. Condon.

Loren Weber
(SIGNATURE)

PLEASE REPLY HERE

December 9, 1963

CC: Mr. F. D. Morgan

We presume that Professor Cressman at the University of Oregon should be advised of the above. Will you handle.

CONSTRUCTION DIVISION
RECEIVED
DEC 11 1963

A. F. Parson
Division Engineer

By H. S. Coulter
H. S. Coulter
Assistant Division Engineer

NOTED-- CE ACE ACE COE

CC:

HSC:if

(DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1st 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 2 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

2

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
12-3-63	CC 834		511-1031-297 NOTED R. H. PRANGE

INVOICE NUMBER

80379

•
• Gilliam County
• Courthouse
• Condon, Oregon

Attn County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Partial transfer of county's advance deposit for the Dyer Creek Culvert, FAS 721. Covered by agreement dated June 10, 1963.			
Advance Deposit			2,100.00
Partial transfer			1,600.00
To be retained			500.00

RECEIVED
DEC 5 1963
ENGINEER
COUNTY & CITY DIVISION

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $_____

By _____

A 150 (REVISED 7-60)

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

H. S. COX

FORREST COOPER
STATE HIGHWAY ENGINEER
[redacted] R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 27, 1963

RECEIVED
NOV 27 1963
ENGINEER
COUNTY & CITY DIVISION

County - City Relations Dept.
~~xxxxxxxxxxxxxxxx~~ Mr. C.H. Maison
OFFICE

Dear Sir:

Attached we hand you, for deposit in the State Highway Fund, Warrants, Checks, Drafts, Cash, etc., as follows:

FROM	KIND	NO.	AMOUNT	FOR
~~Gilliam County~~	warrant	794	$2,100.00	FAS 721 Dyer Creek Culvert

RECEIVED
NOV 27 1963
ENGINEER
COUNTY & CITY DIVISION

Receipt of the above is acknowledged.

Signed Wilma R Jones

Dated 11-27-63

Very truly yours,

OREGON STATE HIGHWAY COMM.

By C.H. Heed.

Ass't. Secretary

NOTED
H. S. COX

NOTED
P. B. Arensmeier

November 20, 1963

Gilliam County Court
Courthouse
Condon, Oregon

NOTED
DON HARWELL

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

Gentlemen:

On November 19, a satisfactory bid was received from Rogers Bros. Construction Company for construction of the Dyer Creek Culvert Section of FAS 721. As per the agreement between the State and Gilliam County, the following advance deposit is required from the county.

Bid Items	$ 9,350.00
12-1/2% Engineering and Contingencies	1,168.75
Total Estimated Cost.	$10,518.75

County Advance Deposit:
20% of $10,518.75 = $2,103.75 - or say - $ 2,100.00

Please make this advance in the amount of $2,100 payable by check or warrant to the Oregon State Highway Commission, and forward same to this office.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm

NOTED
V. R. JONES

RECEIVED
DEC 2 - 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 22, 1963

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.2-EC Salem, Oregon

Oregon Project F-41(4)
Thirtymile Creek-Dyer Creek Section
Grading and paving

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6359 to Rogers Construction Company of Portland, Oregon, low bidder in the amount of $707,795.60 at the November 19, 1963 bid opening.

Mr. Litchfield's November 14, 1963 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our October 28, 1963 memorandum authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates are furnished to and approved by this office.

NOTED
LLOYD P. SHAW

original To Young
12-2-63

RECEIVED
NOV 26 1963
FOR FILING

COMMISSIONERS:
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6259

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
November 22, 1963

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Rogers Const. Co.,
11760 NE Glisan Street
Portland 20
Oregon

Gentlemen:

The State Highway Commission on ~~November 19, 1963,~~ November 22, 1963, awarded to you State Highway Contract No. ~~6259~~ for the following project:

Grading-paving Thirtymile Creek-Dyer Creek Section of the John Day Highway in Gilliam County.

This award was based on your low bid of ~~November 19, 1963,~~ $707,795.60 which was submitted to the Commission on _____ for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
NOV 7 1963
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
October 21, 1963

Cooperative Construction Agreement
Dyer Creek Culvert Section
S-455(2), FAS 721
Gilliam County

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Mapping & Records Engineer

Attached is a conformed copy of a cooperative construction agreement with Gilliam County covering Dyer Creek Culvert Sectionof FAS 721 in Gilliam County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Gilliam County.

Ass't. Secretary

rn
Attach: 1

RECEIVED
NOV 6 1963
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon 97301

October 28, 1963

Original signed by
G. R. Brooks
Dist. Engineer

By: G. R. Brooks
District Engineer

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons
08-35.2-DA Division Engineer
Salem, Oregon

Oregon Project F-41(4)
Thirtymile Creek-Dyer Section
Grading & Paving

P.S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired and is available for occupancy and contractor's use with relocation advisory assistance unnecessary as indicated in Mr. Wright's October 18, 1963 letter.

The use of the May, 1963 Supplemental Standard Specification for Corrugated Metal Pipe is approved for this specific project. You are urged to revise this supplement as now modified by the special provisions as soon as possible.

The mere showing of the dotted line in the typical sections indicating a future 1 1/2" asphaltic concrete wearing surface shall not be construed as being an agreement or documentation of project records as to the ultimate pavement structure design which will be eligible for Federal-aid participation.

Your October 22, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

original to Young
with attach
11-6-63

NOTED
LLOYD P. SHAW

RECEIVED
SEP 9 1963
FOR FILING

F 41(4)
6279

MEMO TO FILES
September 9, 1963

Thirty Mile Creek-Dyer Creek Section
John Day Highway No. 5
Gilliam County

On Wednesday September 4, 1963, I met with the entire County Court relative to a detour agreement to be used in conjunction with construction of the Thirty Mile Creek-Dyer Creek Section of John Day Highway, State Primary Highway No. 5, in Gilliam County. Other county personnel present were Edwin Morgan, County Clerk, and Tom Philbrick, County Roadmaster. To my surprise three ranchers from Ramsey Canyon area were present and also Jack Smith, State Representative for Gilliam County.

Judge Burns asked me to explain the proposed agreement. I first explained that all agreements were entered into with the County Court and not with individuals. Having sensed the feeling of those present, I then stated that the proposal for using the Wehrli Canyon Road had been proposed better than a year ago by the division office; it had been thoroughly investigated and subsequently rejected. As a result, the project had been worked up maintaining traffic through the project at all times and not utilizing any detour.

I then explained that the County Court approached the State asking that the Wehrli Canyon detour be used and that two or three weeks previously I had contacted Judge Burns to work out with him details of this agreement. (After checking, this meeting proved to have been August 20. Also had read to the judge, via phone, main points of agreement on August 26 and he agreed to have this agreement signed September 4.) My impression had been that the agreement was satisfactory, so the department design section was engaged in reworking the project for use of a detour. I then read the agreement point by point. The question was raised as to length of project in time and I stated that to the best knowledge that I had, the highway could be closed possibly from November, 1963, to November, 1964, with the exception of July and August. I stated that this project was being worked on a tight time schedule in order to insure the earliest possible completion date.

One of the ranchers then asked the Court why they had not been contacted sooner.

All of the citizenry were opposed to the road closure and asked me what the State proposed to do about it. I replied that the desires of the Court would prevail.

The Court then indicated that they would like to withdraw their request and thanked me for the Department's response to their proposal.

H. S. Cox
County and City Engineer

cc: L. P. Shaw

File FAS 721

Mayville, Oregon
September 5, 1963

NOTED
R. H. PRANGE

Hon. County Court of Gilliam County
Condon, Oregon

NOTED
DON HARWELL

Gentlemen:

In reply to your request for Right of Entry upon certain lands belonging to the undersigned for the purpose of installing a culvert in connection with the construction of the Mayville-Thirtymile section of Oregon State Highway No. 19, location of said culvert being more particularly described as follows:

At the junction of Wehrli Canyon Road and Highway No. 19, in the Northwest corner of Section 9, Township 4 South, Range 21, East, W. M,

Please be advised that permission is hereby granted to Gilliam County, Oregon to enter upon said premises for the purpose described above. Permission is further granted to the Oregon State Highway Dpartment and their agents, or contractors performing duties under contract let by the State of Oregon Highway Department, to enter upon said lands in connection with the above project.

R. H. Grenner
Roberta N. Grenner
Alex D. Hardie
Fae D. Hardie

Copy to Woodcock
" to Dennett
9-7-63

NOTED
R. M. ALLISON

RECEIVED
SEP 9 1963
ENGINEER
COUNTY & CITY DIVISION

Oregon State Highway Commission
State Highway Building
Salem, Oregon

RECEIVED
SEP 9 1963
ENGINEER
COUNTY & CITY DIVISION

Attention: County and City Relations Division

Subject: Federal Aid Project No. _____

Highway No. FAS 721

Project Name Dyer Creek Culvert

NOTED
R. M. PRANCE

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

*2. ~~We hereby certify that there has been no displacement of persons from residences, farms, or businesses.~~

*3. ~~We hereby certify that all displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.~~

Dated at Condon, Oregon, this 6 day of Sept, 1963.

Gilliam County Court

James A Burns
Judge

Clarence Potter
Commissioner

Vern Rietmann
Commissioner

NOTED
DON HARWELL

NOTED
R. M. ALLISON

H. S. CO.

*NOTE: Certify either paragraph 2 or 3.

NOTED

Copy to Wright
10-21-63 by Cox

(FAS 721
Gilliam Co

RECEIVED
OCT.1 1963
FOR FILING

MEMO TO FILES
August 22, 1963

Thirty Mile Creek-Dyer Creek Section
John Day Highway

On Tuesday, August 20, I met with Judge Burns in his place of business to discuss the possibility of a detour over county roads during construction of Thirty Mile Creek-Dyer Creek Section of the John Day Highway.

I first told the judge that we had two main thoughts in mind: (1) To effect a savings in money, and (2) To better serve the traveling public and also satisfy the local people in passing through the project.. I further added that in order to accomplish these two items our contractor would have to be relieved of all traffic problems in order to effect a lower bid. Obviously a detour would insure getting from Condon to Mayville quicker than going through the job except that local people wishing to use the Ramsey Canyon Road (FAS 723) could not do so. The judge said that he had talked to the one rancher that would be most interested and that this rancher would go along with closure except during harvest time. In other words, Ramsey Canyon Road and Beecher Canyon Road must be open during July and August. I told the judge that the department was working on a tight work schedule for this project and that I would advise him as to completion dates.

The judge indicated that the county would want Wherli Canyon Road turned back to them in the same shape as now prevails. I told him that if a detour arrangement can be worked out the County and City Division would prepare an agreement for county and state signatures.

The judge expressed a keen interest in obtaining some mineral aggregates for oiling operations by the county and I advised him that the county could deal directly with the contractor as soon as the project was let. I also advised him that further advice could be obtained through our Resident Construction Engineer, Mr. Loren Weber.

H. S. Cox

H. S. Cox by Don Hamlet
County and City Engineer

NOTED
LLOYD P. SHAW

HSC:mm

cc: L. P. Shaw
R. L. Porter

RECEIVED
AUG 23 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Can't do! Need Flat project must be all up to permit traffic use Hwy by July 1/64. L.26.

FORM S-90 50M 3-62 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
July 26, 1963

To:

Mr. F. D. Morgan
Construction Engineer
Salem

SUBJECT: Thirtymile-Patill Creek Unit
Condon-Mayville Section
John Day Highway

Reference is made to our letter of March 13, 1962, regarding a detour for the subject section. In this letter we estimated a total of $25,500 for maintenance on the entire 9 miles, dust palliative on 3.3 miles and possibly re-oiling over the existing mat.

The county has widened all the sharp, narrow curves and plan to oil these sections. However, it is our belief that the section would probably break up under traffic and we would no doubt have to put it back in good shape. It is possible that we would not have to re-oil 5.7 miles of the present oil. We think, however, if this is to be used for a detour that the $25,000 should be set up to cover costs.

The section from M.P. 45.30, Wehrli Canyon Road, to the Dyer State Park, (Ramsey Canyon Road)M.P. 47.86, would have to be kept open to traffic regardless if we close that portion from M.P. 47.86 and the Schomp Road, M.P. 50.14. Therefore, there would only be about 2.3 miles for the contractor to close the road.

I do not believe that the bid price would exceed the $25,000 that we would be out if we used the county road. Therefore, it would be my recommendation that we do not use the Wehrli Canyon Road for a detour.

The Special Provisions should spell out the fact that the contractor cannot open up long stretches without a dust palliative on the detour sections.

A. F. Parson
Division Engineer

AFP:if

By Construction Engineer

CONSTRUCTION DIVISION
JUL 29 1963

FORM E-90 50M 8-59 49007

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
July 26, 1963

To:

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Construction Engineer
Salem

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Condon-Mayville Section
John Day Highway

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A. F. Parson
Division Engineer

AFP:if

By Construction Engineer

CONSTRUCTION DIVISION
JUL 29 1963
RECEIVED

COUNTY COURT
JAS. O. BURNS--CO. JUDGE
LEO BARNETT--CO. COMMR.
VAN RIETMANN--CO. COMMR.

COUNTY OFFICERS
ANN M. CURRIE--ASSESSOR
EDWIN P. MORGAN--CLERK
VOLNEY THOMAS--SHERIFF
MARGARET GRABENHORST--TREAS.

GILLIAM COUNTY

CONDON, OREGON

OFFICE OF THE
COUNTY CLERK

PLEASE RETURN TO
LLOYD P. SHAW

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER
Advise me on the phone.

July 3, 1963

Forrest Cooper
State Highway Engineer
Salem, Oregon

Dear Mr. Cooper:

For sometime now Gilliam County has pursued the idea of having the State Highway Department use the Wehrli Canyon road as a bypass road during the construction of the Mayville-Thirty mile section of highway 19.

The Court has discussed this matter with the La Grande office of the Highway Department but has been unsuccessful in our efforts to convince them that this is the most feasible route.

It is difficult for us to understand their objections to using this route. Gilliam County stated previously that it is willing to contribute to the maintenance of Wehrli Canyon road in cooperation with the Highway Department. Our road department is now in the process of blasting off the bad corners and oiling approximately one-half mile of this road.

Bypass -

It is requested that an investigation be made into the possibility of using this road during the construction of the Mayville-Thirty mile section of Highway 19.

Your prompt reply will be appreciated.

Sincerely,

James O Burns
James O. Burns, County Judge

Van Rietmann
Van Rietmann, County Commissioner

Clarence Potter
Clarence Potter, County Commissioner

RECEIVED
JUL 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED

MEMO TO J. W. NASH

Date: August 20, 1963

NOTED
DON HARWELL

FAS 721, GILLIAM COUNTY DYER CREEK CULVERT

TERMINI: Culvert at Dyer Creek adjacent to FAP 6 approximately 7 miles south of Condon.

PROPOSED WORK: Construct a 116"X162" structural plate arch type culvert.

NOTED
H. S. COX

NOTED
R. H. PRANGE

PROJECT LENGTH: 0.003 mile.

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$12,000	$7,200	$2,400	$2,400	(County)

EXISTING FACILITIES: Timber "A" Frame culvert 17' long and 16'-2" wide with an H-3 rating.

ADJACENT SECTIONS:
[redacted]/EAST END: Connection to FAP 6 to be 22' A.C. pavement, 4' shoulders. This connection will extend over culvert.

[redacted]/WEST END: 18' oil mat with 2' shoulders.

PROJECT DATA: Remove narrow understrength timber culvert and replace with an arch type metal culvert. Width of surfacing and roadway over culvert will be wider than FAS route to provide safer approach to highway.

RIGHT OF WAY: 50' minimum.
ACCESS CONTROL: None.

NOTED
JOHN D. [illegible]

RR XING: None.
MINIMUM DESIGN STANDARDS: No exceptions.

SYSTEM ACTION: None required.
PUBLIC HEARING: None required.

UNUSUAL OR COMPLICATED SITUATIONS: Will be let in conjunction with a project on FAP 6.

ROUTE DATA: See S-455(1).

NOTED
R. M. ALLISON

NOTED
V. R. [illegible]

GILLIAM COUNTY
PROPOSED PROJECTS (1964 Funds)

FAS 440, Hay Creek Road: Hay Creek Bridge, $25,000. The proposed project is for the replacement of the existing narrow timber pony truss with a bridge 24' in width. This bridge is located 6 miles west of Mikkalo and is on a section which was graded under a previous FAS project.

FAS 721, Wehrli Canyon Road: Dyer Creek Culvert, $12,000. It is proposed to replace the existing timber culvert with a suitable culvert installation, either an arch type structural plate or a concrete box culvert. This culvert is located at a connection with the John Day Highway south of Condon and the work will be included in the contract for the improvement of the Thirtymile Creek-Dyer Creek Section of that highway.

63-d
5/16/63

QA1 J653

I-5-1(52) Siskiyou Sta.-Siskiyou Summit 1963
04 Sec., Pacific Hwy. (Grading)
#6360 [redacted]

Agreements.

Ex. 1 2675

RECEIVED
DEC 12 1968
FOR FILE

I 5 1(2-2) 1

STATE OF OREGON)
)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached photocopies of Resident Engineer's Diaries of D. H. Haller, Jr., Resident Engineer, concerning blasting operations for the months of January through June, 1964, under Contract No. 6360 on the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County with Slate-Hall, have been compared with the originals on file in the Construction Division, State Highway Building, Salem, and the same are true and correct copies of said originals and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 11th day of December, 1968.

Floyd Query

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FORM E-123 1003 7-63

Job No. .....

Contract No. 6350

Prefix 615-1011-900

Resident Engineer's
DIARY

for

Month of January, 1964

Name of Project Siskiyou Station - Siskiyou Summit Section

Highway Pacific

County Jackson

Contractor F. H. Slate & E.C. Hall Const. Co.

Resident Engineer D. H. Haller Jr.

OREGON STATE HIGHWAY DEPARTMENT

SALEM, OREGON 97310

Tuesday (Day of Week), January 14 (Month) (Date), 19 64

Weather - Foggy with clear spells

4 cats. working at Sta. 591 South, 3 cats. working at 572 to 585, 1 cat working at Sta. 560. Skookum loader was working yesterday as well as today. NW25 was working down around the burning pile. Contractor was using the 80D for loading rock for his sight area. They were supposed to put off a shot today at 4:30 but it was postponed till 4:30 tommorow. Contractor was ~~mxing~~ told to delineate the Siskiyou Hwy wereit came off of Hwy 99 with lath and florescent paint, or something else that would be visible. Also on special sand backfill and how it would be applied, I told him that it definitly could not be contaminated, if it had any lumps they would have to be broken up. I'm going to be out of the office the 15&16

(Signature)

Wednesday (Day of Week), January 15, (Month) (Date), 1964

Weather Fair

2 cats. at 577 clearing, 3 cats. at Sta. 614 stripping, 1 cat at Sta. 625 clearing, 1 cat at Sta. 628 clearing. NW at Interchange on burning pile, 88B at Sta 604 on haul rx road construction. One chain saw vicinity of Sta. 628. Contractor set off shot in the vicinity of Sta. 604 on the left about 4:30 P.M.

They are about ready for fill slope benches at Sta.614 near bottom of draw.

Met with Gil Decker & Ed Morelock 2:30 to 3:30 P.M. in the Salem office.

(Signature)

Thursday (Day of Week) January 16 (Month) (Date), 19 64

Weather Snow, clearing in the P.M..

Only 2 cats. working vidinity of Sta. 604 left. Dozing mat'l down the slope. This is the area where the shot was set off Yesterday.

Cat mounted drill working ahead of Sta. 604, 888 not working today. NW at the Interchange was moved up to the shop area & is being used to set up shop.

Gaddis discovered error in turning Rt. angle, so is redoing x-sections on "F" line.

Burrell staking fill benches at Sta. 614.

Misek taking x-sections Sta. 622 ahead.

Met with Decker & Putnam from 3:00P.M. to 4:00P.M. and discussed Emb. Fd. Exc. and slide prevention, control and cure relative to Siskiyou Sta.- Siskiyou Summit. This took place in Salem Office.

(Signature)

FORM [illegible] 1000 7-63

Job No. [illegible]

Contract No. 6360

Prefix 615—1011—900

Resident Engineer's
DIARY

for

Month of February, 1964

Name of Project Siskiyou Station - Siskiyou Summit Section

Highway Pacific

County Jackson

Contractor F.H. Slate & E.C. Hall Const. Co.

Resident Engineer D.H. Haller Jr.

OREGON STATE HIGHWAY DEPARTMENT

SALEM, OREGON 97310

Wednesday (Day of Week), February (Month) 12 (Date), 1964

Weather Fair

One yarder woeking. A D-8 cat working on the shot at 606 cleaning off the area preparetory to redrilling.

(Signature)

Friday (Day of Week), February (Month) 28 (Date), 1964

Weather Fair

1 9" drill working around sta 593± lt. 2 D-8 cats working, 1 around 9" drill, clearing and stripping, the other at sta.555 & 561. 1 4" cat mounted drill has been working intermitantly this week at sta. 605± lt.

They set off a shot to day at 4:45. The amount set off was 10 tons.

2 shipments of drain pipe,perf, arrived on the job this week, sizes were 8", 12", and 15". Inspected on arrival.

(Signature)

FORM E-223 1000 7-63

Job No. .....

Contract No. 6360

Prefix 615 - 1011 - 900

Resident Engineer's
DIARY

for

Month of March, 1964

Name of Project Siskiyou Station - Siskiyou Summit Section

Highway Pacific

County Jackson

Contractor F.H. Slate & E.C. Hall Const. Co.

Resident Engineer D.H. Haller Jr.

OREGON STATE HIGHWAY DEPARTMENT
SALEM, OREGON 97310

Monday (Day of Week), March (Month) 23 (Date), 1964

Weather O'cast with snow in P.M.

2 D8's mucking out ravine at sta.602±, rt. 2 D8 Cats and 1 D9 dozing rock at sta 602-607,lt. Contractor clearing at sta.630±, using 1 chain saw and 2 D8 Cats. Burning rubble in same area. Contractor is lacding for a shot at sta.588±,lt.

Hamilton & Thoms building footing for haul structure at sta.572±, using 1 compressor(with pavement breaker) and 1 crane.

(Signature)

Tuesday (Day of Week), March (Month), 24 (Date), 1964

Weather Fog, clearing in P.M.

Contractor ripping and dozing on hill at sta.597+,rt 1 D9 and 2 D8 Cats clearing and grubbing at sta.630+, rt. half day only. 1 chain saw was being used in the same location. Contractor was also burning rubble at sta.624-630+. Shot being loaded at sta.598+,lt. 17 tons was set x at 4:35 P.M.

Hamilton & Thoms erected one bent and were building East span of haul bridge, at sta.572+, using 1 crane and 1 compressor.

(Signature)

Wednesday (Day of Week), March (Month) 25 (Date), 19 61.

Weather Fair.

Contractor had 1 D8 cleaning up after Tuesday's shot at sta. 598+, lt. and 1 D8 starting to build fill at sta.602+. 1D9 and 2 D8's (one with wheel ripper) were on the hill at sta.597+,rt. ripping and dozing. 2 5" Trck mounted drills were working at sta.600-606.lt. 1 D8 working on the left ~~cut at xtx bank at sta.600-603~~ 1 crane and 1 compressor was being used to construct the East span of the haul structure. The Skarit loader was wroking at sta.540+.

7 tons of Tuesdays shot failed to detonate, this was set off during this afternoon.

Line stake to will not install 24" at 600+ until embankment is complete.

O. J. Heller
(Signature)

Thurdday (Day of Week), March (Month) 26 (Date), 19 64

Weather Fair

1 D9 and 3 D8's(1 with wheel rirrer) rirring and dozing at sta.597+,rt. Contractor had 3 D8's dozing and building haul roads at sta.596+,rt and 610+. 2 Track mounted 4" 5" drills were working at sta.603-607,Lt. Contractor burning rubble at sta.624+ and Skagit loader working at sta.540+. Contractor loaded 10 tons today and set the shot offa t 4:50 P.M. Work is continuing on the haul structure.

Contractor stepping to end. first foundation nearly complete. wall Ent fd at 5+5-.00 shows sloping rock bottom - this must be noted into prior to ends construction & considerable perf pipes must be installed

(Signature)

Monday (Day of Week), March (Month) 30 (Date), 19 64

Weather Fair

2 5" Track drills and the 9" Rotary drill were working at sta.605-608. 1 D9 and 1 D8 working on slopes ~~xx~~ at sta.601-603. 5 D8's working on slopes at sta.610±, stripping and building haul roads. 2 D8's clearing and ~~xxx~~ grubbing at sta.624-630. 2 TS24's working at sta610±, in ~~x~~ the morning only. Hamilton and Thoms building center span of haul bridge at st..572±, using 1 crane and 1 compressor. Skagit loader worked part of day at sta.540±.

Contractor loaded a 1 ton shot and set it off at 4:40 P.M.

O. B. Patterson
(Signature)

FORM E-125 1000
SP*6112-734

Job No. I-5-1( )

Contract No. 63[illegible]

Prefix 15-1 11-[illegible]

Resident Engineer's
DIARY

for

Month of April 19 [illegible]

Name of Project Siskiyou Sta. - Siskiyou Summit

Highway Pacific

County Jackson

Contractor F.H. Slate & E.C. Hall Const. Co.

Resident Engineer D.H. Haller Jr.

OREGON STATE HIGHWAY DEPARTMENT
SALEM, OREGON 97310

Friday (Day of Week), April (Month), 3 (Date), 1964

Weather Fair.

1 D9 and 1 D8 working at sta.607+. 2 D8's and 2 D8A's stripping around sta.612+. 1 D9 Add 1 D8 with xx wheel ripper taking down slopes around sta.619+,lt. 1 D8 building access road from contractors shop area, moving from there to sta.619+ in the afternoon. 9" Rotary drill and 2 5" trackdrills working tn the area around sta.603-607,lt. Hamilton & Thoms working on haul bridge.

Contractin loaded 12.5 tons, the shot was set off at 6:45 P.M.

(Signature)

Tuesday (Day of Week), April (Month) 7 (Date), 1964

Weather Fair.

9" Rotary and 1 5" track drill working at sta.599±, rt. 1 5" track drill at approx. sta."Ln" 608-609. 2 TS24's, 2 D8's and 1 D9 stripping in area around sta.612±. 4 D8's, 1 D9 and 2 cats & cans stripping,sta.621±. Contractor placing rive at sta.602±, using Ford backhoe to exc. trenches. Skagit loader working,sta.517±. Hamilton & Thoms working on West span and splash boards of haul structure.

Contractor loaded 8 tons, the shot was set off at 4:45P.M.

(Signature)

Wednesday (Day of Week) April (Month) 8 (Date), 1964

Weather Fair

1 D8 working on access road at sta.540+. 1 D8 levleing and stripping for drill operation. The 9" Rotary and 1.5" drill are working at sta.598+, rt. 1 D8 and the 883 shovel exc. shot area,sta.603+,lt. 2 TS24's, 2 D8's, and 1 D9 stripping , sta.621+. Contractor installing perf. pipe at sta.602+,rt. Hamilton & Thoms working on deck of haul structure.

A small shot was set off at 4:45 P.M.

(Signature)

Thursday (Day of Week), April (Month) 9 (Date), 1964

Weather C'cast, rain in P.M.

9" Roatary and 1 5" drill working at sta.598+, xxxx rt. The 988 shovel and 2 D8's exc. blast area, sta.603-608, rt. 2 TS24's, 2 D8's and 1 D9 stripping at sta.612+ 2 cats & cans, 3 D8's and 1 D9 stripping, sta.622-626, tx these were joined by 2 additional cats & cans in the afx afternoon. Contractor installing 8" perf. pipe at sta. 602+, rt. using Ford backhoe to exc. trenches.

Hamilton & Thoms installing deck and bullrails on haul structure.

(Signature)

Friday (Day of Week), April (Month) 10 (Date), 1964

Weather Fair.

9" Rotary and 1 5" drill working, sta.598+, rt. 88B shovel, 1 D9 and 1 D8 exc. shot rock, sta.605-608. 3 TS24's, 2 D8's and 1 D9 stripping in vicinity of sta.612+ 5 cats & cans stripping, ta.622-626.

~~Hamilton & Thoms putting in extra braces and hydrulix~~ beveling bullrails on haul structure.

(Signature)

Saturday (Day of Week), April (Month) 11 (Date), 1964

Weather Rain showers, Fair P.M.

1 D8 exc. and building haul road in shot rock, sta. 607+. 1 D9 and 1 D8 stripping, sta. 614+.

5 cats & cans, 4 D8's and 1 D9 stripping, sta. 624-627.

No other activity.

(Signature)

Monday, April 13, 1964
(Day of Week) (Month) (Date)

Weather Fair

9" Rotary and 1 5" drill working , sta.597+, rt. 688 shovel loading 2 Layhaulers, 1 D8 spreading material on haul road, sta. 602-608,rt. 3 D624's, 2 D8's and 1 D9 stirring, sta.624-627,rt. 1 Cat 14, blading haul road at sta.620-627.

Contractor loading for a shot, sta.598+, rt.

(Signature)

Wednesday (Day of Week), April (Month) 15 (Date), 1964

Weather Fair

8" Rotary drill working, sta.597+. 88B shovel, 3 Fayhaulers, 1 D8 exc., sta.607+, constructing fill, sta. 602+,rt. 3 TS24's, 3 D8's and 1 D9 stripping, sta.613+,rt 4 cats & cans, 2 D8's and 1 D9 stripping, sta.628+, rt. 1 D8 building haul road ahead, sta.605, logging at sta. 585+ in the afternoon. 1 cat 14 blade on xxxx haul road. Contractor loaded shot, sta.597*, rt. Set off 22 ton at 5:05 P.M.

(Signature)

Tuesday (Day of Week), April (Month), 21 (Date), 1964

Weather O'cast

1 D8 grubbing at sta. 540+. 2 D8's, 1 D9, and 3 TS24's grubbing and stripping , sta.555-565. Contractor burning brush in same area. 1 D8, 1 chain saw and Skagit clearing and grubbing Colestine road, sta.65-75. 9" Rotary drill and 5" drill working at sta. 596+, rt. Loading for shot same place. 1 D9 and 1 D8 exc. bottom slope bench, sta. 613+, rt. Working on haul road at sta. 610+, rt. in F.M. 3 D8's with scrapers (Cat 463) and 3 D8's(one with wheel ripper) stripping and building slope bench at sta.628+, rt.

In F.M. one Cat 977-4 working at sta.603+, rt. and one 4" drill making test holes in fill area, sta. 613+, and 628+.

(Signature)

Friday (Day of Week), April (Month) 2' (Date), 19--

Weather Clear

Contractor burning rubble, sta. 535-540, 2 chain st working at sta.540. 2 D8's grubbing, sta.555-. 1 TS24 an 1 D8 stripping, sta. 565+. 1 D8 clearing and grubbing a sta.575+,rt. 1 5" drill working, sta.597+: loading for shot same place. 1 D8 working shot rock, sta.607-, rt. 2 TS24's, 1 D9 and 2 D8's exc. slope benches, sta.613+, rt. 4 D8's with scrapers, 3 D8's and 1 D8 stripping, sta. 620 +. rt. Skagit logging back of sta. 595+00.

Tunnel fault & went below at 612 bottom heading - asked Bus Clerk to come down

(Signature)

Monday (Day of Week), April (Month) 27 (Date), 1964

Weather Fair

2 D8's grubbing at Interchange. 1 D8 grubbing and ripping, sta. 540+. 1 TS24, 2 D8's stripping, sta. 565+. 9" Rotary drill and 5" drill working, sta. 596+, rt; loading for shot same area. 1 D8 working in shor Rock and on cut slope, sta. 600=607. Contractor finishing installation of 8" perf. pipe, sta. 601+, using Cat 977. 2 TS24's 2 D8's (one with wheel ripper) and 1 D9 exc. slope bench, sta. 613+, rt. 4 D8's with scrapers, 3 D8's and 1 D9 stripping, sta. 631=634, rt.

(Signature)

Tuesday (Day of Week), April (Month) 28 (Date), 1964

Weather Fair

~~2 D8's grubbing, sta. 515+. 1 D24 and 1D8 stripping~~ sta. 565 and westing. 1 D8 and 1 5" drill working at sta. 580+. 9" Rotary drill working at sta. 596+, rt.; loading for shot same place. 1 D8 leveling at sta. 596+. Cat 977, Front End Loader, casting mat'l. from sta. "Is" 605. 2 T52A's, 2 D9's and 2 D8's exc. bottom slope bench, sta. 613+, rt. 4 D8's with scapers, 3 D8's and 1 D9 stripping, sta. 631-634, rt.

State Auger moved onto project today. Started drilling sta. 631+90, 490' rt.

Van Cleve still on project

(Signature)

Wednesday (Day of Week), April (Month) 29 (Date), 1964

Weather O'cast with showers

2 D8's grubbing at sta.515+. 3 TS24's, 2 D9's and 2 D8's stripping, sta.560-565 and wasting. 1 D8 grubbing sta. 573+. 9" Rotary drill working,sta.595+, rt., 1 D8 taking left cut slope down, sta.595+. 1 D8 working haul road, sta. 605, rt. 1 D9, 1 Cat 977, 1 D4 with backhoe, exc emb. fnd. and drainage, sta.613+, rt. 1 5" drill working at sta. 619+; loading for shot same place. 1 D9, 1 D8 and 5 D8's with scalers stripping, sta. 632-633, rt., wasting. Contractor burning debris at sta. 515-590 and on Colestine Road.

Olson Slate on project unhappy about extensive stripping.

(Signature)

Thursday (Day of Week), April (Month) 30 (Date), 19[illegible]

Weather Clear

1 D8 grubbing at sta. 550+. 1 D9 grubbing at sta. 556+. 3 T52A's, 2 D8's and 1 D9 stripping and exc. slope benches, sta. 562-567, wasting. 1 D8 grubbing at sta. 580+, and one clearing on Colestine Road, sta. 87-100. 9" Rotary drill working, sta. 595+. 1 D8 working in shot rock, sta. 598+, rt. 1 D8 on haul road, sta.605+, rt. 1 Cat 977, 1 D4 with backhoe exc. drainage, sta. 613+, rt. 1 D9 widening haul road same area..1 5" drill working, sta.619+, rt., loading for shot. 5 D8's with scrapers, 1 D9 and 1 D8 stripping, sta. 632-633, rt. wasting. Burning debris, sta. 515-590.

Contractor set off 7 ton shot at 4:45 P.M.

(Signature)

FORM E-199 1500
SP*6112-734

Job No. I-5-1(52)94

Contract No. 6360

Prefix 615-1011-000

Resident Engineer's
DIARY

for

Month of May, 19 64

Name of Project Siskiyou Sta. - Siskiyou Summit

Highway Pacific

County Jackson

Contractor F.H. Slate & E.C. Hall Constr. Co.

Resident Engineer D. H. Haller Jr.

OREGON STATE HIGHWAY DEPARTMENT

SALEM, OREGON 97310

Friday (Day of Week), May (Month), ____ (Date), 1964

Weather snow flurries

1 D8 and 2 chainsaws clearing east of Maint. yard in Interchange area. 1 D9 and 1 D8 clearing and Grubbing on Colestine Road, sta.70-85. 3 T624's, 2 D9's and 2 D8's stripping and exc. slope benches at sta.560-567, and wasting mat'l. 9" rotary drill and 5" drill working at sta.[illegible]. 1 D9 in shot rock sta. 1 D8 widening haul road, sta.[illegible] 977, 2 1/8 cu.yd. backhoe exc. drainage, [illegible] rt. 5 D8's with scrapers, 1 D9 and 1 D9 exc.emb. frd., sta.630-633, rt. and wasting.

Clearing for telephone lines(S.F.O.) rt. of "F" sta. 510.

(Signature)

Monday (Day of Week), May (Month) 4 (Date), 1964

Weather Clear.

2 D8's, 2 chainsaws clearing east of Siskiyou Maint yard in Int'ch. area. 3 T624's, 2 D9's and 2 D8's exc. emb. fnd. at sta. 565+, wasting. 1 1 1/8 cu.yd. backhoe and 1 5" drill exc. drainage, sta. 566+. 1 D8 stripping at sta. 570+. 9" rotary drill and 5" drills working at sta. 59?+; loading for shot same area. 1 D8 dozing shot rock at sta. 599+. 988 shovel loading 5 Payhaulers. Payhaulers placing mat'l. on haul road, sta. 607+, rt. and fill at sta.613+, rt. 5 D8's with scrapers, 1 D9 and 1 D? exc. emb. fnl., sta. 627-632, rt. and wasting.

Clearing for telephone line, sta. "F" 540+, rt.

Contractor started night shift this evening, Exc. emb. fnl. at sta. 627-632+.

Started embankment & ditch cut requested grade checking and blankets when necessary.

D. H. Hilbrey
(Signature)

Thursday (Day of Week), May (Month) 5 (Date), 1964

Weather Snow

2 D8's clearing for waste area east of Maint. yard at Int'ch. area. 3 TS24's, 3 D9's and 2 D8's exc. emb. fnd., sta.560-567, wasting. 1 5" drill working in same area; loading for shot. Set off at 11:30 A.M. 1 1/8 cu.yd backhoe exc. drainage, sta. 564+. 1 5" drill working at sta.573+. 9" rotary drill working at sta.595+ 5 D8's with scrapers, 1 D9 and 2 D8's (one with wheel ripper) exc. emb. fnd., sta.627-632,rt., wasting. 988 shovel loading 5 Payhaulers. Payhaulers hauled to fill at sta.613+,rt. where 1 D8 was spreading. This last operation was for two hours only. Cat 14D blade worked part time on haul roads.

No night shift.

Leroy Rubin & Ed. Moulach over project - looked over timber at 560+570 & Elk Lumber Rd. proposed. Discussed need of culvert on Colstine. Slide moved 8" in 24 hrs on 628+

(Signature)

Monday, May 11, 1964
(Day of Week) (Month) (Date)

Weather Fair

3 D8's grubbing, sta. 540-550. lt. 5 D8's with
scrapers and 3 D8's exc. emb. fnd. at sta.550+, wasting.
1 1's cl.rd. backhoe exc. drainage at sta.560+. laying
12" pipe. rite,sta 5454. 1 D8 working on haul road, sta.
570+. 1 D8 and 1 D8 piling and burning brush on
Calabasas road. 1 rotary drill working, sta.595+. 1 D8
working in shot rock, sta. 603+. 1 D8 working in shot
rock.sta. 607+. lt. Cat 14D blade on haul road. 3 TS24's
2 D8's and 1 D8 exc. emb. fnd, sta. 632+, rt. wasting.
Night shift exc. emb. fnd., sta. 627-632+.

See attached sheet for
Shift # 5/12/64

(Signature)

Wednesday, May 13, 1964
(Day of Week) (Month) (Date)

Weather Fog, clearing to light O'cast P.M.

2 DG's grubbing sta. 547+. lt. 5 D8's with scrapers, 1 D9 and 2 D8's exc. emb. fnd, at sta. 559+, wasting. 2 1/3 cu.yd. backhoes exc. drainage, sta. 560-568+. 80D shovel loading to 2 Fawhaulers at sta. 572+, mat'l being placed at sta. 567+. 9" rotary drill working, sta. 595+. 1 D8 stripping at sta. 594+, rt. 1 D9, 2 D8's dozing shot rock, sta. 596-607. 3 TS24's, 2 DG's and 1 D8 exc. emb. fnd., sta. 631+, rt., wasting.

Utility crew placing telephone posts at sta "F" 545+.

Night shift exc. emb. fnd., sta. 628-632+.

(Signature)

Thursday (Day of Week), May (Month) 14 (Date), 1964

Weather Fair

2 D8's grubbing at sta.550+, 5 D8's with scrapers, 3 D8's exc. emb. fnd., sta. 559+, wasting. 1 1/8 cu.yd. backhoe exc. drainage, sta. 561+, laying 8" perfl pipe same location. 930 shovel exc. and loading 2 Payhaulers, sta. 572+, rat'l. being placed on fill at sta 567+,lt. 9" rotary drillworking at sta. 594+. 2 D9's dozing shot rock, sta. 597-602, 3 RS24's, 2 D8's and 1 D9 exc. emb. fnd., sta. 631+, rt., waiting.

Telephone Co. digging post holes, sta. "F" 540+, rt Power Co. doing some clearing,sta. 575+, lt.

Night shift exc. emb. fnd., sta. 629-632.

(Signature)

Friday (Day of Week), May (Month) 15 (Date), 1964

Weather Fair.

2 D8's grubbing, sta. 554+. 5 D8's with scrarers, 1 D9 and 2 D8's exc. emb. fnd., sta. 558+, wasting. 1 D4 backhoe exc. drainage at sta. 560+, laying 8" perf. pipe same area. 80D shovel exc. and loading 2 Payhaulers. Mat'l. hauled to fill, sta. 568+, lt. 9" rotary drill working, Sta. 594+. 2 D9's dozing shot rock in vicinity of sta. 597-602. 3 TS24's, 2 D8's, and 1 D9 exc. emb. fnd. at sta. 631+, wasting.

FF&l preparing to erect poles, sta. 575+, lt.

Nightshift exc. emb. fnd., sta. 631+.

(Signature)

Monday (Day of Week), May (Month), 18 (Date), 1964

Weather Fair to light O'cast.

2 D8's grubbing at sta. 554±. 5 D8's with scrapers & 4 D8's exc. emb. fnd., sta. 558±, wasting. 2 1/8 cu.yd. backhoes exc. drainage, sta. 568±, laying 8" perf. pipe same location. 1D8 grubbing, sta. 582±. 2D9's working in shot rock at sta. 598 & 606±. 8S3 shovel loading rocky mat'l at sta. 606±, lt. 5 Dayhaulers placing mat'l in fill, sta. 613±. 3 TS24's, 2 D8's & 1D9 exc. emb. fnd., sta. 613±, wasting.

Night shift exc. emb. fnd., sta. 633±.

An agreement has been made with the union because of the emergency slide conditions and work will continue. Chandler informed. Requested sand blanket in bottom of excavation.

C. H. Miller Jr.
(Signature)

Tuesday (Day of Week), May (Month) 19 (Date), 1964

Weather Fair

5 D8's with scrapers & 4 D8's exc. emb. fnd., sta. 557± & wasting. 1/8 cu. yd. backhoe exc. drainage, sta. 568±, laying 8" perf. pipe.same location. 80D shovel loading 2 Payhaulers, sta. 573±. Mat'l place on fill at sta. 567±,lt. 1 D8 & Cat. 14D blade opening cut, sta. 583-589,lt. 9" rotary drill working, sta. 594±. 2D9's working in shot rock, sta. 598-605,lt. 88B shovel loading 5 Payhaulers at sta. 606±,lt. Mat'l. being placed on fill, sta. 613±,rt. 3 TS24's, 2 D8's & 1 D9 exc. emb. fnd., sta.631±,rt., wasting.

Telephone Co. erecting poles & cables, sta."F" 540±

Night shift exc. emb. fnd., sta. 629-633±.

Sand blanket denied by Perkins & Chandler 6" more ordered removed from bottom 630±

(Signature)

Wednesday (Day of Week), May (Month) 20 (Date), 1964

Weather Fair

5 D8's with scrapers, 4 D8's exc. emb. fnd., sta. 552±, wasting. 3 T624's, 1D9 & 1 D8 exc. at sta. 569±, placing mat'l. at sta. 567±,lt. 800 shovel loading 1 Payhauler & 1 Euclid at sta. 572±. Cat 14D blade working on haul roads & cutbanks, sta. 580-586. 9" rotary drill working, sta.594±. 88B shovel loading 6 Payhaulers. Mat'l being placed on fill, sta. 613±. 1 D9 building haul road from sta. 610±,lt. to 628±,rt. 1 5" drill working at sta. 619±,lt. 1 5" drill at sta. 632±,rt.: set off shot same location at 1:00 P.M. 1 D8 with wheel ripper, 2 1/8 cu. yd. backhoes exc. drainage, sta. 631±, laying 12" perf. pipe same location.

Telephone Co. stringing lines and building anchors.

Night shift building fill, sta. 564-568±

Patrol of Road on project

(Signature)

FORM E-120 1000
SP* 6112-704

Job No. I-5-1(52)94
Contract No. 6360
Prefix 615-1011-930

Resident Engineer's
DIARY
for

Month of June, 19 64

Name of Project Siskiyou Jct. - Siskiyou Summit

Highway Pacific

County Jackson

Contractor F.H. Slate & E. C. Hall Constr. Co.

Resident Engineer D. H. Haller Jr.

OREGON STATE HIGHWAY DEPARTMENT
SALEM, OREGON 97310

Thursday (Day of Week), June (Month) 11 (Date), 1964

Weather Fair

1 D8 & 1 D9 grading on Colectine, sta. 82±. 3 TS 24's, 1 D9 & 1 D8 loading at sta. 561-569. 2 D8's & 14D blade on cut at sta. 571. 2 D8's dozing in shot rock at sta. 600-607. 5" drill at sta. 573, 9" rotary at sta. 594, & 5" drill at sta 604. 5 D8's w/scrapers, 2 D9's & 2 D8's wasting mat'l from slide to fill 630. At noon, belt started loading 9 trucks at sta 600 & 88B, 4 trucks at sta. 607. 4 trucks hauling to sta. 613 & 9 to sta. 630.

Night shift exc. sta. 573 & 600, hauling to sta. 562-568, 613, & 630. 4 D8's w/scrapers on slide, wasting over side of 630 fill.

Warned contractor that embankment prep work must be completed prior to cmt construction. Trench in below cmt seems to be welded. Mills & Christenson on project.

(Signature)

Monday (Day of Week), June (Month) 15 (Date), 1964

Weather Rain until 9:00; low clouds & fog thereafter.

2 D8's exc. slope bench, sta. 559. 5" drill on boulders at sta. 574. 5" drill & 9" rotary at sta. 594, & 5" drill on boulders in shot rock area, sta. 604. 80D shovel, 2 trucks, 2 D9's & 1 D8 on slide & slope benches at sta. 630. 4 cu.yd. backhoe & 3/8 cu.yd. backhoe exc. drainage at sta. 629. 14D blade on haul roads.

Night shift: 15 trucks hauling to fill 630 from belt at sta. 600 & 888 shovel at sta 604. TS24's hauling from 574 cut to 563 fill.

(Signature)

RECEIVED
DEC 11 1968
FOR

I-5-1(52)64
6360

12-10-68

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached photocopies of Field Engineer's Weekly Reports from D. H. Haller, Resident Engineer, concerning blasting operations on Slate-Hall's Contract No. 6360, Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County, covering the weeks ending December 27, 1963; January 17, 1964; February 29, 1964; March 28, 1964; April 3, 1964; May 1, 1964; May 8, 1964; and May 22, 1964, have been compared with the Field Engineer's Weekly Reports on file in the office of the State Highway Commission, Salem, and the same are true and correct copies of said reports and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 10th day of December, 1968.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

I-5-1(52)04

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: - - -		WEEK ENDING: Dec. 27, 1963
SECTION: Siskiyou Station - Summit		SECTION PREFIX: 615-1011-
HIGHWAY: Pacific		COUNTY: Jackson
NAME OF JOB: Siskiyou Station - Siskiyou Summit	KIND OF WORK: Grading	
CONTRACTOR: Slate - Hall.	CONTRACT NUMBER: 6360	FEDERAL AID PROJECT NUMBER: I-5-1(52)04
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: December 4, 1963	ESTIMATED COMPLETION DATE: May 1, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 40 SUPERVISION: 4	SPECIFIED WORK DAYS: Completion date May 1, '65.	WORK DAYS USED: - - -
PROJECT AUTHORIZATION: $4,248,657.00	ENGINEERING AUTHORIZATION: $302,126.72	PERCENT OF TIME ELAPSED: 6.5
EXCLUSIVE OF ENGINEERING: $3,946,530.28	ENGINEERING COST TO DATE: $15,057.74	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $3,946,530.28	PERCENT OF AUTHORIZATION: 5.0 %	0
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 %	DATE PROJECT WAS COMPLETED:	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
35%							

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.22	2.22			
MILES PARTIALLY COMPLETED	0	0		0	
MILES COMPLETED	0	0		0	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,480,000	8,500		56	
TOTAL QUANTITIES CORRECTED TO DATE	3,480,000	8,500		56	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	0	0		0	
AVERAGE DAILY QUANTITIES	0	0		0	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	10,058	24.6			
NUMBER OF SHIFTS PER DAY	1				
HOURS PER SHIFT	8				

EQUIPMENT USED DURING THE WEEK:

1 Jammer, 1 Crane, 13 Chain Saws, 8 D-8 Cats, 2 Wind Machines.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Fair		No activity.
MONDAY	O'cast		(Calendar Completion date. No W/day chgs.)
TUESDAY	Fair		
WEDNESDAY	Fair		No activity.
THURSDAY	Rain. Snow in A.M.		Restricted activity on side hills.
FRIDAY	Rain.		Restricted activity on side hills.
SATURDAY			

NOTED
JOHN R. OAKES
CONSTRUCTION DIVISION
RECEIVED
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GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	No activity.
MONDAY	Drilling at Sta. 606 ±. Clearing, grubbing & burning. Contractor constructing haul roads.
TUESDAY	Same as Monday.
WEDNESDAY	No activity.
THURSDAY	Drilling at Sta. 606 ±. Clearing & burning. Very little grubbing. Restricted activity. Very wet on Mountain side.
FRIDAY	Small shot at Sta. 572 ± for haul structure. Clearing, burning. Very little grubbing. Restricted activity. Very wet on mountain side.
SATURDAY	No activity.

REMARKS

Jammer, 13 fallers, 1burning machine and 8 cats working on clearing & grubbing. Small blast at site of haul structure for end bent and approach. Drilling in region of Sta. 606 left for rock to be used in bottom of embankments. At far right of Sta. 613 we have not found solid rock during exploratory drilling & dozing. Have ordered ~~x~~ further dozing. Drill hote to twenty feet show broken rock with the interstices full of clay.

SIGNED D.H. Haller Jr., Res. Engr.

ADDRESS 1685 Hwy. 66, Ashland, Oregon.

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

I-5-1(52)04

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: January 17, 1964
SECTION: Siskiyou Station - Summit		SECTION PREFIX: 615-1011-
HIGHWAY: Pacific		COUNTY: Jackson
NAME OF JOB: Siskiyou Station - Siskiyou Summit	KIND OF WORK: Grading.	
CONTRACTOR: Slate - Hall	CONTRACT NUMBER: 6360	FEDERAL AID PROJECT NUMBER: I-5-1(52)04
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: December 4, 1963	ESTIMATED COMPLETION DATE: May 1, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 33 SUPERVISION: 7	SPECIFIED WORK DAYS: Completion date 5/1/'65	WORK DAYS USED
PROJECT AUTHORIZATION: $ 4,248,657.00	ENGINEERING AUTHORIZATION: $ 302,126.72	PERCENT OF TIME ELAPSED: 10.3
EXCLUSIVE OF ENGINEERING: $ 3,946,530.28	ENGINEERING COST TO DATE: $ 23,354.26	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 3,946,530.28	PERCENT OF AUTHORIZATION: 7.7%	1.4
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 %	DATE PROJECT WAS COMPLETED:	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.22	2.22			
MILES PARTIALLY COMPLETED	0	0		0	
MILES COMPLETED	0	0		0	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,480,000	8,500		56	
TOTAL QUANTITIES CORRECTED TO DATE	3,480,000	8,500		56	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,500	0		0	
AVERAGE DAILY QUANTITIES	45	0		0	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	10,322	25.2			
NUMBER OF SHIFTS PER DAY	1				
HOURS PER SHIFT	8				

EQUIPMENT USED DURING THE WEEK:

1 Mechanical Sparpole, 1 88B Shovel, 1 Yarder, 1 Jammer, 7 Cats, 1 Drill, 2 Wind Machines.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	O'cast & Snow		
TUESDAY	O'cast		
WEDNESDAY	Fair		
THURSDAY	Snow		
FRIDAY	Heavy Snow.		
SATURDAY			

RECEIVED
CONSTRUCTION DIV.
JAN 21 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	Contractor clearing & yarding logs. One cat working in fill area about Sta. 614±.
TUESDAY	As Monday.
WEDNESDAY	Clearing & stripping. Blasted in the vicinity of Sta. 604 on left.
THURSDAY	Drilling, clearing & grubbing.
FRIDAY	No activity. Heavy snow.
SATURDAY	Heavy snow.

REMARKS

L.R. Chandler, Division Engineer, & John Quiner, Assistant Division Engineer in office Thursday, January 16.

Operations were limited the first four days of the week due to weather conditions, and shut down Friday due to heavy snow. Survey crews were unable to work Friday due to heavy snow.

SIGNED D.H. Haller Jr., Resident Engineer

ADDRESS 1685 Highway 66, Ashland.

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

I-5-1(52)04

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: Feb. 29, 1964
SECTION: Siskiyou Sta. - Summit		SECTION PREFIX: 615 - 1011
HIGHWAY: Pacific		COUNTY: Jackson
NAME OF JOB: Siskiyou Station - Siskiyou Summit	KIND OF WORK: Grading	
CONTRACTOR: Slate - Hall	CONTRACT NUMBER: 6360	FEDERAL AID PROJECT NUMBER: I - 5 - 1(52)04
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: December 4, 1963	ESTIMATED COMPLETION DATE: May 1, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 9 SUPERVISION: 7	SPECIFIED WORK DAYS: Completion date 5/1/'65	WORK DAYS USED
PROJECT AUTHORIZATION: $4,248,657.00	ENGINEERING AUTHORIZATION: $302,126.72	PERCENT OF TIME ELAPSED: 18.1
EXCLUSIVE OF ENGINEERING: $3,946,530.28	ENGINEERING COST TO DATE: $ 55,289.19	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $3,946,530.28	PERCENT OF AUTHORIZATION: 11.4%	1.4
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 %	DATE PROJECT WAS COMPLETED:	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
55%							

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.22	2.22			
MILES PARTIALLY COMPLETED	0	0		0	
MILES COMPLETED	0	0		0	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,480,000	8,500		56	
TOTAL QUANTITIES CORRECTED TO DATE	3,480,000	8,500		56	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,500	0		0	
AVERAGE DAILY QUANTITIES	22	0		0	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	11,480	28			
NUMBER OF SHIFTS PER DAY	1				
HOURS PER SHIFT	8				

EQUIPMENT USED DURING THE WEEK:

1 9" drill, 1 4" drill, 2 D-8 cats, 1 Mechanical Sparpole, 1 Skagit loader.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Fair		
TUESDAY	Fair		
WEDNESDAY	Fair		
THURSDAY	Fair		
FRIDAY	Fog and Lt snow.		
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
MAR 2 1964
NOTED
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GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	1 D-8 cat working at Sta. 598± Lt. 1 9" Cat drill in same vicinity. 1 Skookum Mech. Sparpole logging at Sta. 555±.
TUESDAY	1 D-8 and 9" drill as before at Sta. 598± 1 D-8 cat cleaning up at Station 555±
WEDNESDAY	9" drill working at Sta. 598± 4" drill working at Sta. 605±
THURSDAY	1 cat and 9" drill working at Sta 598±, Drilling Sta. 605± L.R. Chandler, Division Eng'r over project.
FRIDAY	2 cats working Sta. 572+00 to Sta. 598+00. Drilling at Sta. 598±, 603+00 to 606+00. Loading drill holes.
SATURDAY	

REMARKS

Contractor preparing for second shot between 603 & 606 on left. Material to be used in emb. 612±. Contractor intends to resume grading operation Monday, March 2, however snow Friday, Feb. 28, may cause delay.
10 Ton Shot at 4:45 P.M.
Clearing operation 90% complete, remainder of grubbing to be done with stripping.

Beginning of Project
513+33

End of Project
634+00

Clearing 90%

624+00

572+00
Grubbing 20%

SIGNED D.H. Haller Jr. Res. Eng'r

ADDRESS 1685 Hwy 66, Ashland, Oregon

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I - 5 (52)04

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: March 28, 1964
SECTION: Siskiyou Sta.-Summit		SECTION PREFIX: 615 - 1011
HIGHWAY: Pacific		COUNTY: Jackson
NAME OF JOB: Siskiyou Sta. - Siskiyou Summit	KIND OF WORK: Grading.	
CONTRACTOR: Slate - Hall	CONTRACT NUMBER: 6360	FEDERAL AID PROJECT NUMBER: I - 5 - 1(52)04
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: December 4, 1963	ESTIMATED COMPLETION DATE: May 1, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 22 SUPERVISION: 8	SPECIFIED WORK DAYS: Completion Date 5/1/65	WORK DAYS USED: - - -
PROJECT AUTHORIZATION: $4,248,657.00	ENGINEERING AUTHORIZATION: $302,126.72	PERCENT OF TIME ELAPSED: 22.3
EXCLUSIVE OF ENGINEERING: $3,946,530.28	ENGINEERING COST TO DATE: $43,078.01	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $3,946,530.28	PERCENT OF AUTHORIZATION: 14.3%	2.5
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 %	DATE PROJECT WAS COMPLETED:	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
60%							

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.22	2.22			
MILES PARTIALLY COMPLETED	0	0		0	
MILES COMPLETED	0	0		0	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,480,000	8,500		56	
TOTAL QUANTITIES CORRECTED TO DATE	3,480,000	8,500		56	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	10,000	0		0	
AVERAGE DAILY QUANTITIES	125	0		0	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	12,437	40			
NUMBER OF SHIFTS PER DAY	1				
HOURS PER SHIFT	8				

EQUIPMENT USED DURING THE WEEK:

2 5" Drills, 7 D8 cats, 1 D9 cat, 1 Wheel Ripper, 1 Crain, 1 Skagit Loader.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	O'cast Snow in P.M.		
TUESDAY	Fog in A.M. clearing P.M.		
WEDNESDAY	Fair.		
THURSDAY	Fair.		
FRIDAY	Fair.		
SATURDAY			

NOTED

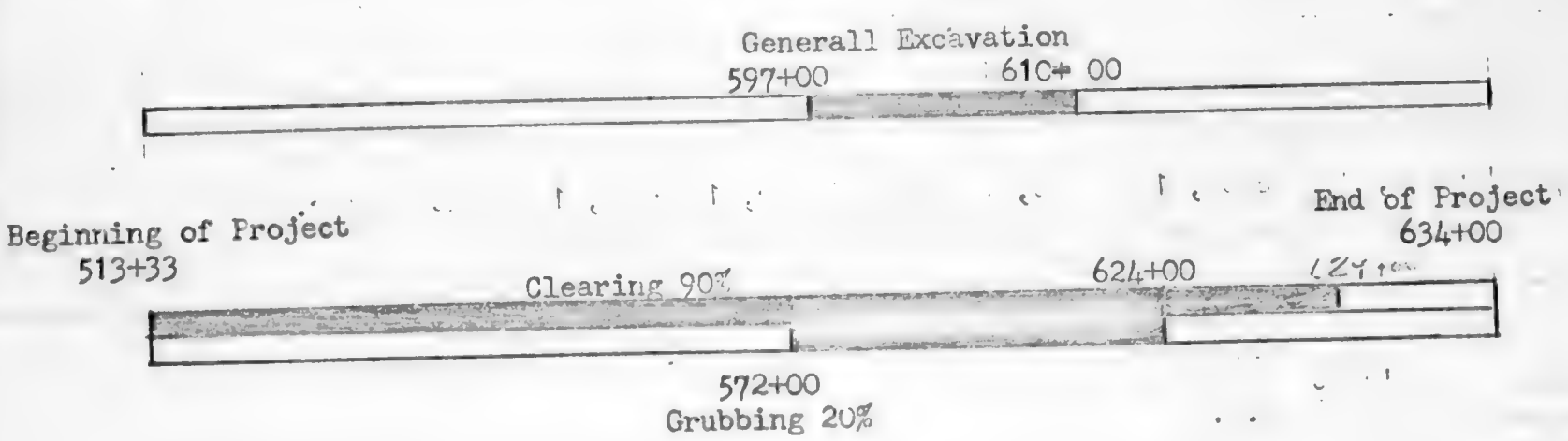
CONSTRUCTION DIVISION
RECEIVED
MAR 30 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	2 D8's working - Sta.602± Rt., 1 D9 & 2 D8's dozing rock - Sta.602 - 607 Lt. 2 D8's clearing at Sta.630±, 1 chain saw working same location. Contractor Burning rubble at Sta.625-631 and loading for a shot. Sta598± Lt. Also working on haul structure.
TUESDAY	2 D8's working Sta.597±, 1D9 & 2 D8's working at Sta. 603-607 Rt. 2 D8's clearing & grubbing Sta.630± half day only. 1 Chain saw same location. Contractor burning rubble at Sta.624, & loading for shot at Sta.598± Lt. Also eredted one bent & working on East span of Haul Bridge.
WEDNESDAY	1 D8 clearing,sta.598±Lt. 1 D8 building fill, sta.602±. 1 D9, 2 D8's working, sta 603-606 Lt. ripping & dozing.2 drills working, sta.603-606 lt. 1 D8 working, sta. 600-603. Contr. burning rubble, sta.624-630. Also working on East span of haul bridge.
THURSDAY	1 D9, 3 D8's ripping, sta.597±Rt. 1 D8 at 605±Rt.,2 at sta.610± dozing trails. 2 drills working, sta.603-607 Lt. Contr. burning rubble, sta.624+. Also loading for shot. Skagit working,sta.540±. Working on East bent of haul structure.
FRIDAY	D8, D9 ripping & dozing sta.597±Rt. D8 working,sta.600-603. D8 working sta.603-607 Lt. 5" drill at sta.607±. 2 D8's making trails,sta.610+. D8 grubbing, sta. 628±Lt. Contr. working on East bent of haul structure. Skagit at sta540±.
SATURDAY	

REMARKS

Approximately 4" of snow Monday P.M. which delayed stripping of major embankment area. This work was started Thursday. If weather holds good major embankment work should begin by April 6. There is approximately 110,000 cu.yds. material shot and ready to load at this time. Drilling and ripping is continuing.



SIGNED D.H. Haller Jr Res. Engr

ADDRESS 1685 Hwy. 66, Ashland, Oregon.

SEND ORIGINAL TO SALEM OFFICE. (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

I-5-1(52)04

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPAR..ENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: April 3, 1964
SECTION: Siskiyou Sta. - Summit		SECTION PREFIX: 615-1011
HIGHWAY: Pacific		COUNTY: Jackson
NAME OF JOB: Siskiyou Sta.- Siskiyou Summit	KIND OF WORK: Grading	
CONTRACTOR: Slate - Hall	CONTRACT NUMBER: 6360	FEDERAL AID PROJECT NUMBER: I - 5 - .1(52)04
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: December 4, 1963-	ESTIMATED COMPLETION DATE: May 1, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 25 SUPERVISION: 8	SPECIFIED WORK DAYS: Completeion date 5/1/65	WORK DAYS USED: 85 used, 274 left
PROJECT AUTHORIZATION: $4,248,657.00	ENGINEERING AUTHORIZATION: $ 302,126.72	PERCENT OF TIME ELAPSED: 23.7
EXCLUSIVE OF ENGINEERING: $3,946,530.28	ENGINEERING COST TO DATE: $ 47,078.15	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $3,946,530.23	PERCENT OF AUTHORIZATION: 15.6%	2.7
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 %	DATE PROJECT WAS COMPLETED:	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.
60%						

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.22	2.22			
MILES PARTIALLY COMPLETED	0	0		0	
MILES COMPLETED	0	0		0	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,480,000	8,500		56	
TOTAL QUANTITIES CORRECTED TO DATE	3,480,000	8,500		56	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	10,000	0		0	
AVERAGE DAILY QUANTITIES	118	0		0	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	12,664	40			
NUMBER OF SHIFTS PER DAY	1				
HOURS PER SHIFT	8				

EQUIPMENT USED DURING THE WEEK:

1 9" Rotory drill, 1 5" drill, 8 D8 cats, 1 D9 cat, 1 Wheel Ripper, 1 22B crain, 1 Skagit Ldr. 2 TS24 Scrapers.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Fair.		
TUESDAY	O'cast A.M. Lt. Showers P.M.		
WEDNESDAY	O'cast Intermittent Snow	Storm	
THURSDAY	O'cast, Intermittent snow Storm.		
FRIDAY	Fair.		
SATURDAY			

RECEIVED
APR 1964
NOTED

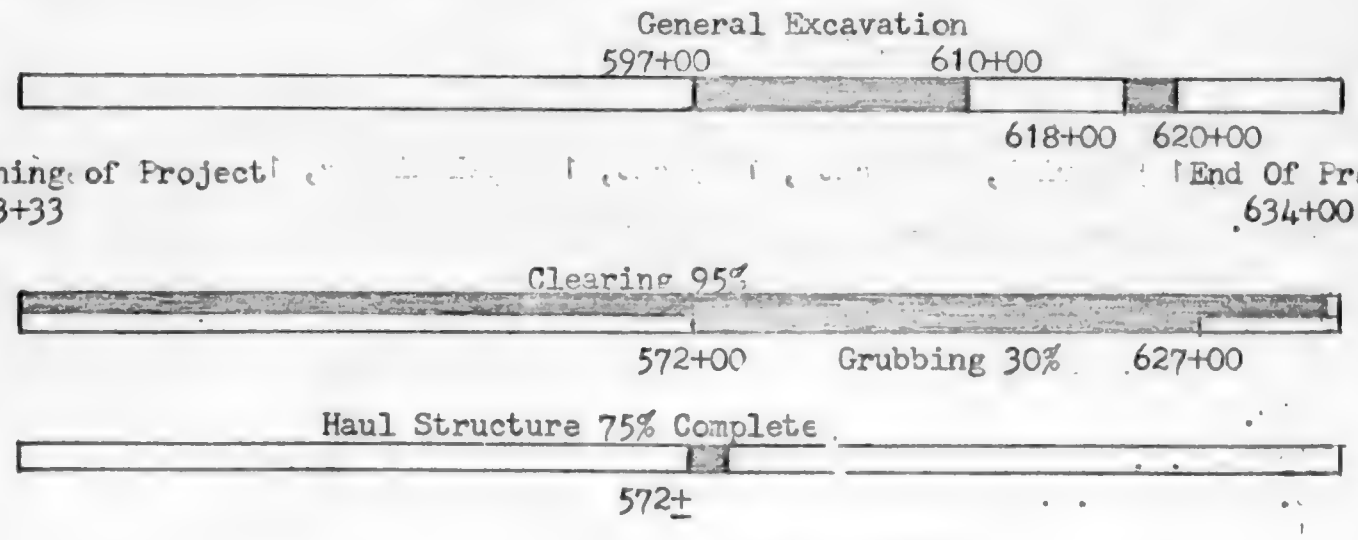
GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	9" rotory drill & 5" tracked drill working, Sta605-608. 1 D9 & D8 working, Sta. 601-603. 5 D8's stripping and making haul roads, sta.610±. 2 D8's clearing & grubbing sta624-630. 2 TS24 working 610+, ½day only. Loading for shot and working on haul bridge. Skagit working, Sta. 653+
TUESDAY	9" rotory & 5" drill working sta.604-608lt. 1 D8 working sta.596-598lt. 1 D8 & 1 D9 working cut slope, sta600-603lt. 3 D8's & 2 TS24's stripping, sta.610-613±. 3 D8's clearing & grubbing,sta.625-634. Contr.burning rubble and working on haul bridge. Skagit working, sta.563±.
WEDNESDAY	No activity on project owing to rain & snowfall of proceeding night. Snow Flurries all day.
THURSDAY	2 D8's working around sta.598±, one only ½ day. 1 D9 cat dozing rock at sta.608±. 2 D8's excavating at sta.619±lt. Contr. working on center span of haul bridge. Approximately 40% production because of weather.
FRIDAY	2 D9's & 5 D8's at sta.607±. 1 D8 & 1 D9 , D8 with ripper at sta.619±. 9" rotory & 5" drill at 611± with 2 D8 cats. Ford Backhoe installing perf. pipe at sta.602. 22B crane & compressor 125 at haul structure, sta 572.
SATURDAY	

REMARKS

Anticipated completion stripping for embankment, sta.612±, delayed, by weather, until April 10, 1964. Haul Structure to be completed by April 10. Drilling & shooting operation will be moved to sta.592 - North next week.

Until embankment work can be commenced no further excavation will be available, sta.592 to 610.

Larry Rulien and J.F. Putnam over project April 2, 1964.



SIGNED D.H. Haller Jr., Res. Engr

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I-5-1(52)04

FORM E-1 (REV. 9-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: May 1, 1964
SECTION: Siskiyou Sta.- Summit		SECTION PREFIX: 615-1011
HIGHWAY: Pacific		COUNTY: Jackson
NAME OF JOB: Siskiyou Sta.- Siskiyou Summit	KIND OF WORK: Grading.	
CONTRACTOR: Slate-Hall	CONTRACT NUMBER: 6360	FEDERAL AID PROJECT NUMBER: I-5-1(52)04
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: December 4, 1963	ESTIMATED COMPLETION DATE: May 1, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 54 SUPERVISION: 9	SPECIFIED WORK DAYS: Completion date 5/1/65	WORK DAYS USED: 105 used, 254 remaining.
PROJECT AUTHORIZATION: $4,248,657.00	ENGINEERING AUTHORIZATION: $302,126.72	PERCENT OF TIME ELAPSED: 29.2
EXCLUSIVE OF ENGINEERING: $3,946,530.28	ENGINEERING COST TO DATE: $ 61,071.22	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $3,946,530.28	PERCENT OF AUTHORIZATION: 20.2 %	4.0
ESTIMATED PERCENT: OVERRUN / UNDERRUN ____%	DATE PROJECT WAS COMPLETED:	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
~~XX~~ 80%	- 1%	2%	100%	0.	0		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.22	2.22			
MILES PARTIALLY COMPLETED	2.22				
MILES COMPLETED	0				
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY	1				
HOURS PER SHIFT	9 6 days				

EQUIPMENT USED DURING THE WEEK:

1 9" rotary drill, 2 5" drills, 1 4" drill, 11 D-8 cats, 2 D-9 cats., 1 22B shovel, 1 Skagit loader, 3 TS24 Scrapers, 2 tractors with scrapers.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Fair.		
TUESDAY	Fair.		
WEDNESDAY	O'cast.		
THURSDAY	O'cast.		
FRIDAY	O'cast.		
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	Contractor continuing grubbing & stripping operations. 9" rotary drill working at sta.596±,rt. Loading for shot same area. Finishing installation of 8" Perf. pipe at sta.601±. Excavating slope benches at sta.613±.
TUESDAY	As Monday. Set off 35 tons at 4:45 P.M. today.
WEDNESDAY	As Monday. Working on Haul Road. Contractor burning debris along Colestine road, sta.515-590.
THURSDAY	Grubbing & stripping operation continues. Excavation for drainage at sta.613± rt. Widening Haul Road 613rt. 7 tons set off at 4:45 P.M., sta.619±, lt.
FRIDAY	As Thursday. Clearing for telephone line right of "F" line sta540±.
SATURDAY	Drainage & Culvert crews working.

REMARKS

State drill crew on project Monday through Thursday. No solid rock was found in a hole drilled 50' deep near the proposed toe of slope, 490' rt. of sta.631+90. There is a gritty material commencing at approx. 21.5 feet deep which took 54-140# drive hammer blows to drive sample tube 6". The test referred to took place at the 26' depth. The same material continued to the 50' level which was the limit of steel available. Near the 1:1 influence slope a solid material, bluish grey embryo shale was found at 16' to 18'. Embankment foundation excavation will be carried down to the bluish grey material where available and to a 26' depth in the area previously mentioned. It does not seem practical to attempt to bed the outer areas of the embankment on solid especially since it appears the embankment within the 1:1 influence line will be on solid. Embankment construction scheduled to commence in the large fill at sta.612± Monday May 4. Double Shift starts Monday.

Beginning of Project — End of Project

513+33 — Clearing & Grubbing 80% — 585+00 — 625+00 — 634+00

Embankment Foundation

530+00 — 572+00 — 610+00 — 634+00

General Excavation

596+00 — 606+00

SIGNED D.H. Haller Jr., Res. Engr.

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I-5-1(52)04

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: May 8, 1964
SECTION: Siskiyou Sta.- Summit		SECTION PREFIX: 615-1011
HIGHWAY: Pacific		COUNTY: Jackson
NAME OF JOB: Siskiyou Sta.- Siskiyou Summit	KIND OF WORK: Grading	
CONTRACTOR: Slate-Hall	CONTRACT NUMBER: 6360	FEDERAL AID PROJECT NUMBER: I-5-1(52)04
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: December 4, 1963	ESTIMATED COMPLETION DATE: May 1, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 56 SUPERVISION: 10	SPECIFIED WORK DAYS: Completion date 5/1/65	WORK DAYS USED: 110 used, 249 remaining.
		PERCENT OF TIME ELAPSED: 30.6
PROJECT AUTHORIZATION: $4,248,657.00	ENGINEERING AUTHORIZATION: $302,126.72	
EXCLUSIVE OF ENGINEERING: $3,946,530.28	ENGINEERING COST TO DATE: $ 63,307.01	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $3,946,530.28	PERCENT OF AUTHORIZATION: 21.0 %	4.0
ESTIMATED PERCENT: OVERRUN / UNDERRUN ____%	DATE PROJECT WAS COMPLETED:	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
85%	~~1%~~ 4%	2%	100%	0	0		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.22	2.22			
MILES PARTIALLY COMPLETED	2.22				
MILES COMPLETED	0				
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY	2				
HOURS PER SHIFT	9 6 days				

EQUIPMENT USED DURING THE WEEK:

1 9" rotary drill, 2 5" drills, 1 4" drill, 11 D-8 cats, 2 D-9 cats, 1 22B shovel, 1 Skagit loader, 3 TS24 Scrapers, 2 tractors with scrapers.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	O'cast.		
TUESDAY	O'cast & Snow.		
WEDNESDAY	O'cast.		
THURSDAY	O'cast.		
FRIDAY	O'cast.		
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	Clearing and Stripping East of Siskiyou Maint. yard & sta.573±. Excav. Emb. Fnd. at sta.565± & 627 - 632 rt. 9" rotary & 5" drill loading for shot at sta.595±. Excav. drainage at sta.566±. Also rocking haul road at sta.607± rt. Kinnan clearing for Telephone line right of "F" sta.540±.
TUESDAY	As Monday. Contractor worked one shift only due to bad weather.
WEDNESDAY	As Monday. Second shift resumed work today, worked on Emb. Fnd. Excav. sta.627 - 632±.
THURSDAY	As Wednesday.
FRIDAY	As Wednesday.
SATURDAY	Drainage & Culvert crew working.

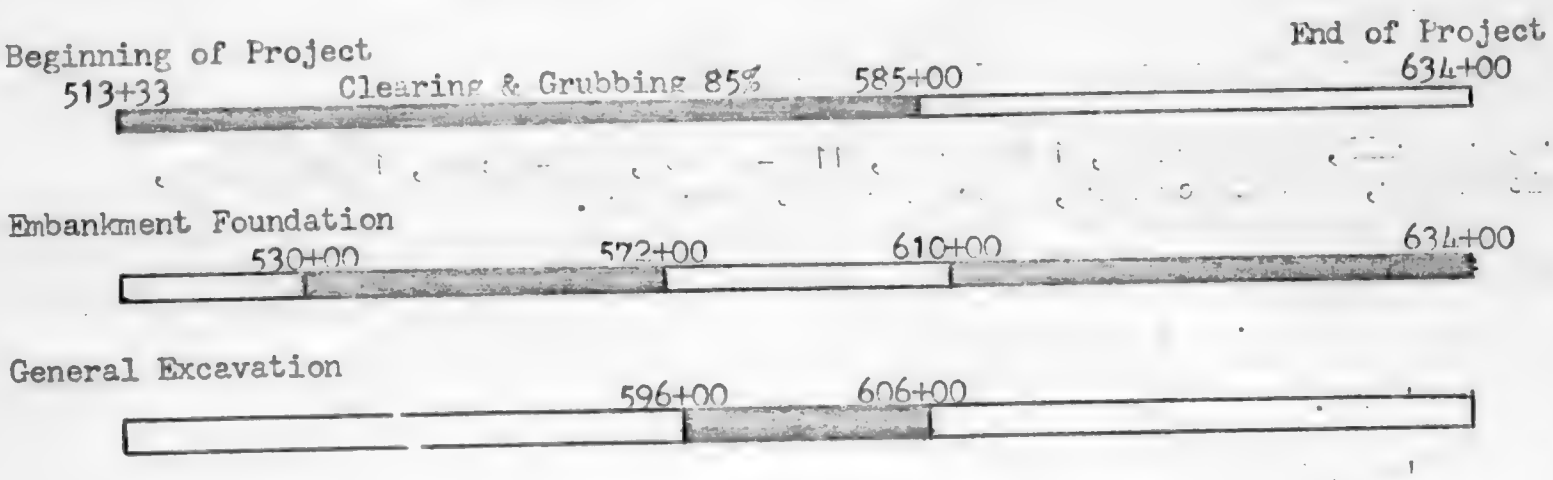
REMARKS

Contractor started 2 9 hour shifts Monday, May 4, 1964 but due to snow & wet weather Tuesday work was been hampered.

To date the project is not affected by the strike.

J. Walker and Larry Rulien, Ass't. Div. Eng'r. were in the office Tuesday, May 5, 1964.

L.R. Chandler, Division Eng'r. was in the office May 6, 1964.



SIGNED for D.H. Haller Jr., Res. Eng'r. R L Poindexter

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I-5-1(52)04

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPAR. .ENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: May 22, 1964
SECTION: Siskiyou Sta.- Summit		SECTION PREFIX: 615-1011
HIGHWAY: Pacific		COUNTY: Jackson
NAME OF JOB: Siskiyou Sta.- Siskiyou Summit	KIND OF WORK: Grading.	
CONTRACTOR: Slate - Hall	CONTRACT NUMBER: 6360	FEDERAL AID PROJECT NUMBER: I-5-1(52)04
DATE OF CONTRACT: November 22, 1963.	DATE WORK STARTED: December 4, 1963	ESTIMATED COMPLETION DATE: May 1, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS: Completion date 5/1/65	WORK DAYS USED: 120 used, 239 remaining
PROJECT AUTHORIZATION: $4,248,657.00	ENGINEERING AUTHORIZATION: $302,126.72	PERCENT OF TIME ELAPSED: 33.4
EXCLUSIVE OF ENGINEERING: $3,946,530.28	ENGINEERING COST TO DATE: $69,403.60	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $3,946,530.28	PERCENT OF AUTHORIZATION: 23.0%	8.5%
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 %	DATE PROJECT WAS COMPLETED:	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.
90%	1%	3%	100%	0	0	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.22				
MILES PARTIALLY COMPLETED	2.22	0		0	
MILES COMPLETED	0	0	100%	0	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,480,000	8,500		56	
TOTAL QUANTITIES CORRECTED TO DATE	3,480,000	8,500		56	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	79,450	0		0	
AVERAGE DAILY QUANTITIES	662	0		0	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	14,228	35			
NUMBER OF SHIFTS PER DAY	2				
HOURS PER SHIFT	9 6 days.				

Haul
Structure

EQUIPMENT USED DURING THE WEEK:
5 cats(D8) with scrapers, 3 D9 cats, 10 D8 cats, 1 14D blade, 1 80D shovel, 1 88B shovel, 2 payhaulers, 3 TS24'scrapers, 1 9" rotary drill, 2 5" drills, 2 D4 backhoes.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Fair.	10%	Pickets withdrawan from job.
TUESDAY	Fair.	0	
WEDNESDAY	Fairl	0	
THURSDAY	Fair.	0	
FRIDAY	Fair.	0	
SATURDAY	Fair.	0	

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

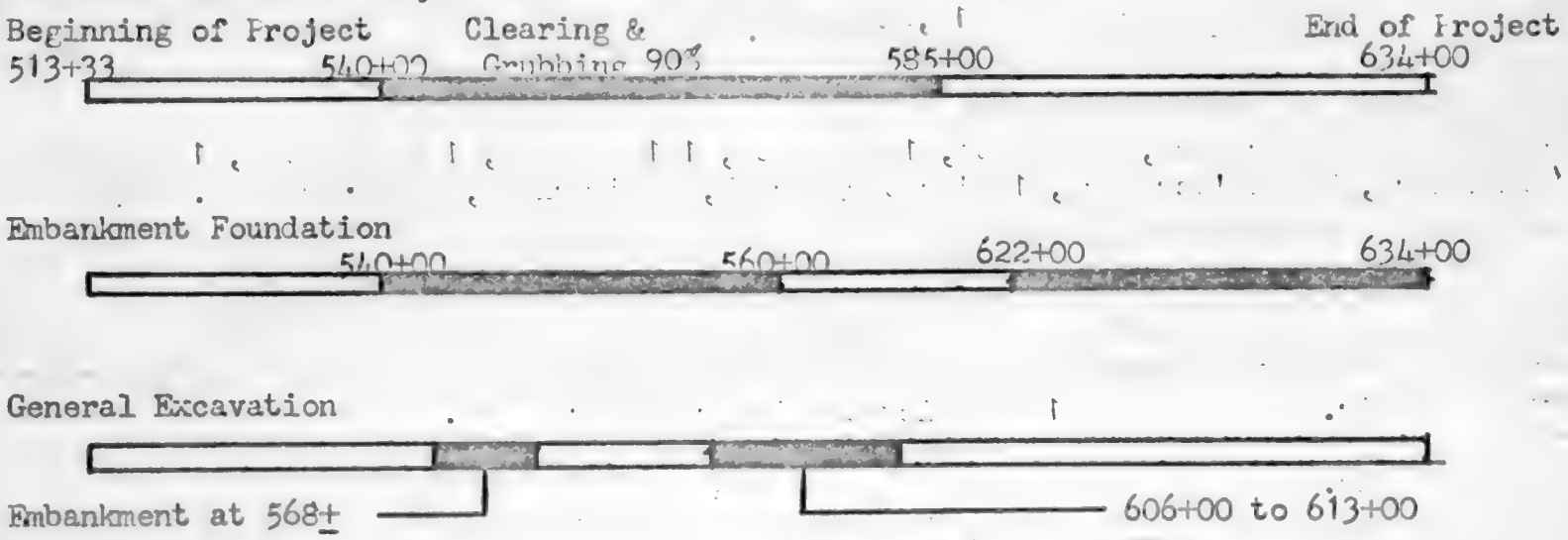
SUNDAY	
MONDAY	Exc. emb. fnd. sta.558± & 631± with 1 D9 cat, 5 cats with scrapers, 3 TS24's & 6 D8 cats. Grubbing sta.554± & 582± with 3 D8's. Excav. drainage at sta.568± & laying Peff. pipe.(8") 88B shovel, 5 payhaulers, 1 D8 spreading & bldg. fill sta.613±. Cat 14D blade working haul rd. Tele.Co. putting in posts. 3 TS24's, 2 D8's, D9 Exc.-embfnd.
TUESDAY	As Monday. 5" drill working sta.627±. 9" rotary drill at sta. 594±.
WEDNESDAY	5 cats with scrapers, 5 D8's, 3 TS24's, 1 D9 exc.emb.fnd. sta.557±, 569±. 80D shovel, 1 D8, 1 payhauler spreading & bldg. fill sta.572±. Cat 14D blade on haul rd. & cutbank sta.580-586. 2 5" drills working sta.619±, 632±, exc. drainage & laying 12" perf. pipe. Nite shift bldg. fill sta.564±.
THURSDAY	As Wednesday.
FRIDAY	As Wednesday.
SATURDAY	

REMARKS

Pickets withdrawn from project at the start of morning shift on Monday due to emergency x condition caused by existing summit slide. 90% production Monday and 100% production thereafter. Time lost due to strike by my estimation is 2.5 days.

Embankment fnd, to be wasted completely on Sta.630 area. Satisfactory fnd. has been found and drainage 75% complete. Emb. construction will commence in this area next week.

L.W. Rulien & L.R. Chandler in office Monday & Tuesday. J.F. Putnam, Ass't. Constr. Eng'r in office Tues. Florian Mills, from B.P.R. in office Wednesday.



SIGNED D.H. Miller Jr., Res. Eng'r.

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Copy to Sollie 12-11-68
He will take original copies to Floyd 12-11-68 tlb

Issued Dec 5, 4:00 PM 1968
Floyd Query

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF JACKSON

CLAUDE J. MILLER, Plaintiff, vs. FRED H. SLATE CO., OREG. LTD., and E. C. HALL CONSTRUCTION CO., a joint venture, dba SLATE-HALL, M. C. LININGER & SONS, INC., an Oregon corporation, Defendants.	No. 67-1531-L SUBPOENA DUCES TECUM

TO: Floyd A. Query, Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

IN THE NAME OF THE STATE OF OREGON: You are hereby commanded to appear at Room 302 in the Marion County Courthouse, Salem, Oregon, on Tuesday, December 17, 1968, at 9:30 A. M. to give evidence in the above-entitled action on the part of Plaintiff. Please bring with you the following documents pertaining to said matter:

1. The record of all blasting done and performed by Slate-Hall during the calendar year 1964 in the performance of Contract No. 6360 awarded on or about November 22, 1963, made between the State Highway Commission and Slate-Hall for construction of that portion of the Pacific Highway (Interstate Highway No. 5) in Jackson County, Oregon, designated as Siskiyou Station-Siskiyou Summit.

2. The record of all blasting done and performed by M. C. Lininger & Sons, Inc. during the calendar year 1964 in the performance of Contract No. 6360 subcontracted by agreement made on or about December 20, 1963, wherein M. C. Lininger & Sons, Inc. agreed with Fred H. Slate Co., Oreg. Ltd. and E. C. Hall Construction Co. dba Slate-Hall to perform certain work and to furnish material for construction of that portion of the Pacific Highway (Interstate Highway No. 5) in Jackson County, Oregon, designated as Siskiyou Station-California Line.

WITNESS my hand and seal of said Court this 4 day of December, 1968.

CIRCUIT COURT JACKSON

E. M. MADDEN, COUNTY CLERK

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF JACKSON

CLAUDE J. MILLER, Plaintiff, vs. FRED H. SLATE CO., OREG. LTD., and E. C. HALL CONSTRUCTION CO., a joint venture, dba SLATE-HALL, M. C. LININGER & SONS, INC., an Oregon corporation, Defendants.	No. 67-1531-L SUBPOENA DUCES TECUM

TO: Floyd A. Query, Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

IN THE NAME OF THE STATE OF OREGON: You are hereby commanded to appear at Room 302 in the Marion County Courthouse, Salem, Oregon, on Tuesday, December 17, 1968, at 9:30 A. M. to give evidence in the above-entitled action on the part of Plaintiff. Please bring with you the following documents pertaining to said matter:

1. The record of all blasting done and performed by Slate-Hall during the calendar year 1964 in the performance of Contract No. 6360 awarded on or about November 22, 1963, made between the State Highway Commission and Slate-Hall for construction of that portion of the Pacific Highway (Interstate Highway No. 5) in Jackson County, Oregon, designated as Siskiyou Station-Siskiyou Summit.

2. The record of all blasting done and performed by M. C. Lininger & Sons, Inc. during the calendar year 1964 in the performance of Contract No. 6360 subcontracted by agreement made on or about December 20, 1963, wherein M. C. Lininger & Sons, Inc. agreed with Fred H. Slate Co., Oreg. Ltd. and E. C. Hall Construction Co. dba Slate-Hall to perform certain work and to furnish material for construction of that portion of the Pacific Highway (Interstate Highway No. 5) in Jackson County, Oregon, designated as Siskiyou Station-California Line.

WITNESS my hand and seal of said Court this 4 day of December, 1968.

CIRCUIT COURT JACKSON COUNTY STATE OF OREGON

E. M. MADDEN, COUNTY CLERK

BY Pat Watson
Deputy

STATE OF OREGON,)
) ss.
County of Jackson)

I, JOHN L. FLYNN, being first duly sworn, depose and say that I am the attorney for the Plaintiff herein; that, I served the within Subpoena Duces Tecum upon Philip B. Lowry, of attorneys for Defendants Fred H. Slate Co., Oreg. Ltd. and E. C. Hall Construction Co., dba Slate-Hall, and upon Ervin B. Hogan, attorney for Defendant M. C. Lininger & Sons, Inc., by depositing a true copy thereof, certified by myself to be a true and correct transcript of the original and the whole thereof, in the United States mail at Ashland, Oregon, on the 4th day of December, 1968. I further depose and say that each of the said copies was included in a securely sealed envelope with postate thereon fully prepaid and that one of said copies was addressed to the aforesaid Philip B. Lowry at his office address in Medford, Oregon, and that the other of said copies was addressed to the aforesaid Ervin B. Hogan at his office address in Medford, Oregon, and that there is daily communication by mail between Ashland, Oregon, and Medford, Oregon.

/s/ John L. Flynn
Attorney for Plaintiff

Subscribed and sworn to before me this 4th day of December, 1968

(SEAL)

STATE OF OREGON)
) ss.
County of Marion)

I hereby certify that the foregoing is a true and correct copy of the original and the whole thereof.

Thomas E. Bachelder
Sheriff of Marion County Oregon
By Deputy

/s/ Helen Louise Taylor
Notary Public for Oregon

My Commission expires: 9/30/72

JOHN L. FLYNN
ATTORNEY AT LAW
184 EAST MAIN STREET
ASHLAND, OREGON 97520
TELEPHONE 482-4181

RECEIVED
NOV 15 1968

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-5-1(52)104

November 14, 1968

John L. Flynn, Esq.
Attorney at Law
184 East Main Street
Ashland, Oregon 97520

Re: Contract No. 6360 - Slate-Hall
Contract No. 6501 - Peter Kiewit & Sons
Miller vs. Fred S. Slate Company, et al. - L-5686

Dear Mr. Flynn:

This is to advise you that if you wish the information set forth in your letter of November 11, 1968, it would be necessary that you furnish us with a subpoena and the subpoena be specific enough so that we may know what records you require.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

JACK L. SOLLIS
Staff Attorney

JLS:phm

cc: G. E. Rohde
F. C. McKinney
F. A. Query
Phillip B. Lowry
M. C. Lininger & Sons, Inc.
P. O. Box 1145
Medford, Oregon 97501
Great American Insurance Co.
Pacific Northwest Regional Office
2030 Ninth Avenue
Seattle, Washington 98121
Seaboard Surety Co.
Hansen & Rowland, Inc.
Henry Building
Portland, Oregon

N...TED
FLOYD DIFRY

JOHN L. FLYNN
LAWYER
184 EAST MAIN STREET
ASHLAND, OREGON 97520
TELEPHONE 482-4181

November 11, 1968

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

Re: Contract No. 6360 - Slate-Hall
and
Contract No. 6501 - Peter Kiewit & Sons

Dear Mr. Query:

Sometime ago, the undersigned requested from you a copy of the job and blasting records relative to the above listed contracts, which information was required in connection with a claim of damage to the residence of Claude J. Miller situate adjacent to Old Highway 99 on the Siskiyou Summit in Jackson County, Oregon. At that time, under date of June 28, 1967, you informed me that the Secretary of the Commission could not voluntarily assist one side or the other in a dispute between private parties.

Since writing the previous letter, Claude J. Miller filed suit in the Circuit Court for Jackson County, Oregon (No. 67-1531-L), against the contractors and the State of Oregon through its State Highway Commission and subsequently did not resist an Order of the Circuit Court quashing and setting aside the service of Complaint and Summons upon the State Highway Commission.

I am writing in regard to my previous request and shall appreciate your furnishing to me a complete copy of the job records of both of the above contracts, together with a copy of the blasting records in connection therewith, and shall expect to pay you for the cost of these documents upon being informed of what such cost may be. In the event the State Highway Commission will not voluntarily furnish such records to me, I shall appreciate your informing me of this at your very early convenience in order that I may obtain a subpoena for their production and copying ~~for~~ and the testimony of the Commission in regard to these matters.

Copy to Kohde 11-12-68
"should I ask for a subpoena?

JOHN L. FLYNN
LAWYER

Mr. Floyd Query, Secretary - Oregon State Highway Commission

May I have an early reply? A stamped envelope, addressed to myself, is enclosed for your convenience.

Respectfully,

John Flynn

JLF/hlt

RECEIVED
NOV 14 1968
FOR FILING

I-5-1(52)4
6360

November 13, 1968

Mr. John L. Flynn
Lawyer
184 East Main Street
Ashland, Oregon 97520

Dear Mr. Flynn:

In your letter of November 11, you inquired as to the address and title of three State Highway employees in connection with the suit against Slate-Hall and M. C. Lininger & Sons for damage to the Claude J. Miller property.

Mr. R. J. Van Cleave, Geologist, resides at 373 West Hickory, Roseburg, 97470. Mr. Don H. Haller, Assistant Division Engineer, resides at 8879 S.E. 91st Street, Portland, 97266. Mr. Bill Maude, Testing Engineer, resides at 748 Brockway Street, Roseburg, 97470.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:er

bc: Mr. George Rohde

JOHN L. FLYNN
LAWYER
184 EAST MAIN STREET
ASHLAND, OREGON 97520
TELEPHONE 482-4181

November 11, 1968

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

Dear Mr. Query:

I shall appreciate your informing me where I can reach Mr. R. J. Van Cleave, Division Geologist, State Highway Department, as well as Bill Maude and Mr. E. H. Haller, employees of the Dept.

I shall appreciate your informing me whether the above individuals are still employed by the State Highway Department and, if so, where and in what capacity each is employed. In the event you do not have this information, I shall appreciate your furnishing me whatever information you may have regarding the present address of these individuals.

The information is required in connection with a suit against Slate-Hall and M. C. Lininger & Sons for damage to the Claude J. Miller property resulting from the use of explosives at the quarry and in the construction of Interstate 5 on the Siskiyou Summit.

A stamped envelope, addressed to the undersigned, is enclosed for your convenience.

Respectfully,

John Flynn

JLF/hlt

RECEIVED
NOV 13 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 19 1968
FOR FILING
I-5-1(52)04
6360

February 19, 1968

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Project I-5-1(50)00, Wall Creek-
California Line Section (R.O.W.)

Your letter of January 31 withheld approval of right-of-way plan sheet No. 5 for this project pending additional information as to the eligibility for Federal participation in the acquisition of File 42310.

In performing the grading on the Siskiyou Station-Siskiyou Summit Section, Project I-5-1(52)04, it was found necessary to excavate large quantities of unsuitable foundation material, which caused a large overrun of the bid item for this work. This increase in quantities at the bid price was documented by Price Agreement No. 2, which was approved by your office. As stated in Mr. Decker's letter of February 26, 1965, in support of the price agreement, considerable quantities of the material so excavated were unsuitable for reuse and therefore wasted.

Because of the existing terrain, suitable waste disposal areas within a reasonable haul distance were limited and soon filled with this material. Since the State-owned land left of Station 535 to 545 was available, a portion of the waste material from the Siskiyou Interchange area was disposed of here. Had we not allowed the contractor to use this area, which was within a reasonable haul distance, it is doubtful if he would have agreed to perform this large overrun in bid quantities at the bid price, which could have resulted in considerable additional cost to the State and Federal Government. In the course of depositing this waste material, a slide developed and the contractor was directed to discontinue use of this area for further disposal. The slide which developed has extended onto private property and damaged the area covered by File 42310.

In view of the circumstances set forth above, we feel that the damage caused by the disposal area slide to File 42310 was a direct result of the construction of Interstate Highway I-5, and the cost to cure, namely acquisition of the damaged area, is eligible for Federal participation. We request your concurrence of eligibility and your approval to acquire File 42310 as participating.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe - FBK 2184
L. H. Young
F. D. Morgan
D. H. Moehring
C. T. Keasey

LHY:ia srb

FORM E-30 SOM 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
February 9, 1968

RECEIVED
FEB 13 1968
RIGHT OF WAY

To: Mr. John R. Oakes
Assistant R/W Engineer
Salem

SUBJECT: Maintenance Station
Waste Area Slide
Siskiyou Summit Project

RECEIVED
FEB 13 1968
RIGHT OF WAY

In regard to our recent telephone conversation, I have checked with Slate-Hall, general contractors, regarding the slide which developed on the maintenance yard waste area on the Siskiyou Summit project.

I have attached a letter written to me by James N. Leinbach of Slate-Hall which agrees with my recollections of our actions during this project; namely, that the waste area slide did commence during the construction of the project.

If I can be of any further assistance to you on this matter, please notify me.

L. W. Rulien
Division Engineer

by

D. H. Haller, Jr.
Assistant Division Engineer

DHH:nlb

Encl.

7805 S. W. 40th Avenue
Portland, Oregon 97219
February 6, 1968

Mr. Don Haller
Assistant Division Engineer
Oregon State Highway Department
9200 S. W. McLoughlin Blvd.
Portland, Oregon 97202

Dear Sir:

This letter is pursuant to our telephone conversation on February 5, 1968 regarding the waste area approximate Sta. 545 on the Siskiyou Summit Project.

After checking our existing records and talking to persons familiar with the project, we are able to recall wasting material at this site on two different occasions. The latter being late in June, 1964 at which time the waste pile began to slide, encroaching on the adjoining property. We were then directed by you to stop using this site for further wasting.

Yours very truly

SLATE-HALL

James N. Leinbach

James N. Leinbach

JNL:r

Form FH-121 (4-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: January 31, 1968

In reply refer to: 08-35.7

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer, by C. J. Mathias, Div Right of Way Officer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(50)00
Wall Creek - California Line Section

Office Engineer L. H. Young's letter of January 18, 1968 forwarded for our approval revised right of way plan sheets nos. 5, 6, 8, 9, 11, 14, and 15. Attached are approved copies of all plan sheets submitted except sheet no. 5. We are withholding approval of plan sheet no. 5 pending additional information as to the eligibility for Federal participation of file 42310 which involves the acquisition of 8.38 acres. The plan sheet indicates this is for slide control. Inasmuch as the highway has been completed for several years, additional information is needed as to the eligibility of this parcel for Federal participation.

Enclosure
Plan Sheets

F. B. KLABOE

2-5-68

REFERRED TO
Young & Wilson
BY ASST STATE HWY. ENGR

RECEIVED
FEB 5 1968
OFFICE ENGINEERING

RECEIVED
FEB 1 1968
OFFICE

Adams
RID Pyle

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 3 1967

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1967

SUBJECT: Siskiyou Interchange Landslide

To:

Mr. F. D. Morgan
Construction Engineer

Building

In connection with the proposed land purchase at the Siskiyou Interchange Landslide, I am attaching the following data:

1 IR Sketch Map
2 Copies Description of Metes and Bounds
1 Copy Report of Survey
1 Set Coordinates
1 Sketch Map Layout (Work Sheet)
1 Assessors Plat
7 Pages Ownership Deeds
1 PPage Calculation of Area
1 Set Field Notes

We are recommending an outright purchase of this property in order to forever protect the State from possible damage claims due to the action of the slide.

Will you please prepare descriptions and turn the data over to the Right of Way Division for appraisal and purchase.

When you are through with the above data, will you please return the following articles to Division IV:

Coordinates
Field Notes
Approved copy of IR Map.

Approved 11/9/67
E. F. Chidsey
Asst. State Hwy. Engr.
P/S proved

Very truly yours,

E. S. Hunter
Maintenance Engineer

By E. F. Chidsey

E. F. Chidsey
Service and Equipment Engineer

Orig w/data to Morgan
Copy to Chidsey
11-9-67

EFC:aj

Attachments

RECEIVED
NOV 27 1967

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1967

SUBJECT: Siskiyou Interchange Landslide

To:

Mr. Tom Edwards
Assistant State Highway Engineer

Building

RECEIVED
OFFICE OF

I am attaching a file with the data necessary for preparation of descriptions and the ultimate purchase of land involved in the Siskiyou Interchange Landslide.

If you approve the purchase of this property, will you please forward the data with the attached letter of transmittal to the Construction Division for further action.

E. S. Hunter
Maintenance Engineer

By E F Chidsey

E. F. Chidsey
Service and Equipment Engineer

EFC:aj

Attachments

NOTED
TOM EDWARDS

RECEIVED
AUG 2

.MFM

CON MED RSB 285 3-52 PM

F D MORGAN
R L LAMMERT

RE FILL SLOPE REPAIR IN TWO SPOTS ON I-5 NEAR WALL CREEK. MR CHANDLER SAYS WE WILL PROCEED WITH REPIXX REPAIR BY STATE FORCES. MAINTENANCE FORCE LILL DO WITH WORKMAN EXTRA GANG WITH POSSIBLE RENTAL OF OUTSIDE EQUIPMENT. IN ORDER TO COMPLY WITH RESTRICTIONS ON HIRING OUTSIDE EQUIPMENT, MR HUNTER SHOULD BE ADVISED OF THESE ARRANGEMENTS.

CARL M WILLIAMS

CWW..1.

Copy to Hunter
8-25-67

NOTED
TOM EDWARDS

RECEIVED
AUG 3 - 1965
FOR FILING

FORM E-30 SOM 9-63 SP°C470-724

I-5-1(53)104
6360

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 26, 1965
Salem, Oregon

SUBJECT: Slides on I-5
Construction in Siskiyou Mountains

To: Mr. F. B. Klaboe
Assistant Construction Engineer

BUILDING

L

As requested, an inspection of the I-5 construction from South Ashland to the California Line was made on July 14 and 15 for the purpose of determining slide conditions and adequacy of construction. This inspection was made in company with R. J. VanCleave, Division Soils Engineer, Jack McCormick, Resident Engineer, and Bill Brown, Resident Engineer.

Foundation problems under the tremendous fills on this section were anticipated. Heroic efforts were employed (see copy of attached letter to BPR re - overrun in embankment foundation on Siskiyou Station-Siskiyou Summit Section) to assure stable fill foundations. At the time of inspection all completed or partially completed fills appeared to be stable, with some vertical settlement (several inches) in evidence which was attributed to consolidation.

Cut failures have beнn relatively minor and I believe have been or will be adequately handled.

A review, section by section, as observed at the time of inspection, is as follows:

SOUTH ASHLAND INTERCHANGE-WALL CREEK, Contract No. 6241, Peter Kiewit Sons' Co., Contractor - 1,776,000 cu. yds. Exc.

Grading and surfacing completed. Minor fill settlements withstood epic floods in good shape. To the left of Station 290 near the toe of a fill slope some sluffing of slope has occurred. This will be corrected by a rock inlay. Depth to solid 5 to 6' -- the sluffing area is outside the main embankment foundation area which had been sub-excavated, and does not effect the integrity of the main fill.

REFERRED TO
Cooper - info only.
BY ASST. STATE HWY. ENGR
WK.

NOTED
FORREST COOPER

WALL CREEK-SISKIYOU STATION, Contract No. 6454, Slate-Hall, Contractor - 1,791,000 cu. yds. Exc.

Extensive embankment foundation preparation at all locations. This work in progress at time of inspection at Stations 412 and 471 on left. Corrective measures and type of construction are considered thorough and adequate. A cut slide on the right of Station 470 to Station 480 has been repaired satisfactorily.

SISKIYOU STATION-SISKIYOU SUMMIT, Contract No. 6360, Slate-Hall, Contractor - 3,502,000 cu. yds. Exc.

This grading project completed and accepted by BPR on July 22. Some one million cu. yds. of embankment foundation excavation has apparently produced stable fills. While not apparent from observation the fill at Station 630 has been checked for 4 inches of consolidation settlement. To the left of Station 542, again outside the foundation excavation area and main fill, cracks were observed in a waste material area. VanCleave will check foundation conditions before corrective measures. Considerable grading remains to be done to complete the Siskiyou Interchange complex. This work is a part of the Peter Kiewit Sons' surfacing project. Very unstable conditions are obvious here. The problems will be handled based on previous experience.

This section includes the summit cut. Spalling of slopes can be expected here due to nature of material. No major failure is expected.

SISKIYOU SUMMIT-CALIFORNIA LINE, Contract No. 6386, Heintz-Kizer, Contractors - 7,306,100 cu. yds. Exc.

At the time of inspection an estimated 80,000 to 100,000 cu. yds. of excavation remained northerly of Bear Creek. Southerly of the Bear Creek fill grading had been virtually completed. In the fill at Station 750 a settlement of some 12 inches had been restored to grade during finishing operations and the fill now appears "set". The Bear Creek fill was completed to the last few feet. Embankment foundation here was carried to solid, and the fill should remain stable. Minor cut failures were encountered and effectively handled.

The work on this entire section has been referred to as spectacular. Certainly it is tremendous. (Plan quantities of 14,485,000 cu. yds.) It appears at this time the pre-construction planning and on-the-job handling of problems has produced a satisfactory product.

F. D. Morgan
Construction Engineer

By G. L. Decker

G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachment
cc: L. R. Chandler
Jack McCormick
Bill Brown
R. J. VanCleave

NOTED
F. B. KLABOE

FORM E-123X 50M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 26, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Oregon Project I-5-1(52)04
Siskiyou Station-Siskiyou Summit Section
Pacific Highway
Contract No. 6360

Dear Sir:

You have requested additional supporting data covering Price Agreement No. 2, Embankment Foundation Excavation, and Price Agreement No. 6, Borrow Excavation, on the subject project.

Also requested was an explanation of how the developed need for the large overrun in foundation excavation was overlooked during design and what characteristics of the excavated material rendered it unsuitable.

A lengthy and detailed investigation has been made. This included a review of the original thinking in construction of the heavy work contemplated in this known problem area, a recheck of typical sections against plan and actual quantities, along with the impact of an extremely complex geologic structure.

The methods set up and employed for stabilizing the embankment foundations on this project are the same methods which have proven to be successful on other heavy work in Division 3. Three steps have been found necessary and considered to be of vital importance.

1. To remove all in-place foundation materials not capable of supporting the loads to be imposed upon them.

2. Stripping and benching of sloped foundation areas to secure a good bond between the embankment and foundation and avoid creating a built in "slip plane".

3. Installation of required sub-drainage exposed by steps 1 and 2, this to avoid saturation and failure of embankment.

The need and importance of this type construction was recognized and stressed both during the location and construction phases, not only through this section but the entire section from Ashland to the California line. Experience with the existing facility gave ample evidence that the residual mantle soils required removal beneath fills 30 feet or less in height. An analysis was made of existing failures. The shear strength of the clay zone failures ranged from 450 to 650 pounds per square foot. Planned fills at various locations along this section would impose shearing forces from 700 pounds per square foot to as high as 2,000 pounds per square foot. The failures along the old existing highway characteristically had ground water somewhere within the problem area. It was apparent the failure zone was near the contact of the clayey residual or deposited materials and the parent volcanic sedimentary bed rock.

In an attempt to predetermine the subsurface conditions, a variety of exploration methods were employed. Core drilling, auger drilling, backhoes, bulldozing, standard penetration tests and geophysical methods were used. Recommendations from these explorations resulted in the Embankment Foundation Excavation typical sections shown on Sheet 2-C for this project. Our study shows that where the plans call for 110,892 cubic yards of embankment foundation, the typical section shown would require 323,234 cubic yards. The inadvertent omission of this amount from plan quantities would account for part of the overrun in this item. However, as construction progressed, it was found necessary to considerably exceed the limits of the typical sections.

Complete accuracy in forecasting underground conditions is difficult under any conditions. Continuity of structure and homogeneous layers simplify the problem. The geologic unit crossed by this project provided none of this. It is a series of volcanic sediments, intrusives and flows. Volcanic sediments as a group are described as water and air deposited pyroclastics. The can be observed in the cut sections as breccias, tuffs (mudstones) and volcanic ash. The tuffs are consolidated fine grained pyroclastics. The breccias are consolidated coarse grained angular pyroclastics. The volcanic ash has weathered to bentonitic clay and the overburden accumulation is composed mainly of this material. The intrusives and flows are basaltic and can be observed near the summit.

Directly to the north and west of the Siskiyou Interchange is a granite intrusives. The coarse grained granite forming minerals have altered along their surfaces to leave a granite-sand overburden to depths of thirty feet. This cohesionless sand sediment washes easily on steep slopes. An alluvial fan was encountered in the interchange area which included layers of unsorted granite sand, volcanic clay, reworked gravels and silt.

The geologic features encountered, intermingling and irregular deposition of the various materials, varying degrees of induration in the mudstones, deceptive hard layers underlain by soft saturated materials, irregular erosion features subsequently refilled and masked by land slide debris and volcanic ash combined to form extremely complex foundation conditions. The most exacting exploration methods would be required to predetermine actual soil and ground water conditions.

From the beginning the embankment foundation excavation exposed conditions not clearly anticipated from the explorations. It is believed that laying the bedrock bare was required and justified in all instances.

Throughout the Siskiyou Interchange embankment area the mixed granite sand and soil deposits were lenticular rather than wide homogeneous layers. Perched water tables in the granite lenses were exposed. Some of the more permeable layers were sufficiently interconnected to form underground streams. Here embankment excavation was carried as far as 30 feet below original ground. Some 240,000 cubic yards were removed with 160,000 cubic yards wasted.

Between Stations 533 and 572 some 370,000 cubic yards were removed with 133,000 cubic yards wasted. At Station 563 one of the early embankments failed between two firm surfaces having no significant color or textural differences. Such a condition would lead to erroneous assumptions from less than unusually extensive preconstruction investigations. After failure the embankment area was checked to determine positive depths to firm foundation.

From 612 to 634, south of the summit, landslide debris characterized a large portion of the embankment foundation excavation. The transported overburden is derived from rock falls or landslides composed of residual soils, lava rock blocks, blocks of volcanic sedimentary rock and wet bentonitic clay. Also hard beds of a few feet thick were seen to cover soft weak clays. The contour of the foundation rock exposed was very irregular with vertical faces of twenty to thirty feet exposed. At Station612 excavation was carried to depths of 35 feet below original ground; 120,000 cubic yards were removed of which some 76,000 cubic yards were wasted. At Station 630, across the toe of the old U.S. 99 Siskiyou Summit slide excavation was carried to depths 60 feet below original ground. Some 390,000 cubic yards were removed and 189,000 cubic yards were wasted.

The above will explain the reasons for the large overrun in Embankment Foundation Excavation.

The wasting of material was for two reasons: (1) The top 2 or 3 feet of embankment foundation material was high in organic content, and highly plastic. It was considered unsuitable for embankment construction. (2) The lower wet layers of material were utilized only when the material could be safely mixed with dry, rocky material. In all instances where this wet material could not be safely incorporated into the embankments, it was wasted as per the instructions of the Special Provisions.

Borrow Excavation was required to make up deficiencies resulting from the extensive embankment foundation excavation and the wasting of substantial quantities of this excavation.

We trust this supplies the additional supporting data requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fp
cc L. P. Shaw
L. H. Young
L. R. Chandler
Ed Johnsen
Don Haller

RECEIVED
FEB 25 1965
OFFICE ENGINEERING
DIVISION

12-63

COMMISSION (as)
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 8, 1964

[illegible] W. Parsons
[illegible]sion Engineer
[illegible] of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of [illegible] (2 ea) cover an overrun in embankment foundation excavation quantities on the Siskiyou Station-Siskiyou Summit section of the Pacific Highway in Jackson County, Contract No. 6361 in connection with Federal-Aid Project No. I-5-1(52)64.

This agreement is to establish a price for the overrun. The price is as per the contract and the overrun is the result of poor materials encountered in the foundation for the large fills south of the summit and at the Siskiyou Interchange area. It is necessary to remove this unsuitable material.

This agreement was verbally approved by the Dist District Engineer October 1, 1964. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

[illegible]
cc.

Form A-166—5M

STATE COPY

APPROVED
Continued upon modification of
price agreement ... additional
funds will be required.
Date OCT 1 1964 By W.S. Martin
Title Asst. Engr.
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Siskiyou Sta.-Siskiyou Summit Date July 24, 1964

Highway Pacific Contract No. 6360

County Jackson Prefix 615-1011

Contractor Slate-Hall F. A. Project No. I-5-1(52)04

Address 7305 S.W. 40th Ave., Portland 19, Oregon Price Agreement No. 2

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

Increase quantity of contract bid item #3, Embankment foundation excavation, unclassified, from 122,000 cu.yds. to 800,000 cu.yds.

Locations by station numbers:

Entire project.

Names of pay items, estimated quantities and agreed prices:

Embankment foundation excavation, 800,000 cu.yds. @ $1.00/cu.yd.=$800,000.00
(Increased quantity from 122,000 cu.yds. @ $1.00/cu.yd. = $122,000.00)

$800,000.00
122,000.00
Difference, net cost to State. $678,000.00

Specifications, basis of measurement and other provisions:

Work to be done in accordance with Oregon State Highway Dept. Standard Specifications of May, 1954, and Special Provisions for this contract.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization	$4,248,657.00
Present estimate of project cost, including $800,000.00 for work under this order	$4,723,909.84
Expected ~~under-run~~ over-run (amount)	$ 475,252.84
Expected ~~under-run~~ over-run (per cent)	11.19%

Space to right of this line is for use of Salem Office

Submitted by: /s/ D. H. Haller, Jr. — D. H. Haller, Jr., Resident Engineer

Signed SLATE-HALL /s/ Milton D. Slate — Partner, Contractor

Approval Recommended: /s/ L. W. Rulien — Division Engineer

Approval Recommended: /s/ G. L. Decker — Asst. Construction Engineer or ~~Bridge Engineer~~

Approved: /s/ L. H. Young — ~~Deputy State Highway Engineer, Assistant State Highway Engineer~~ or Office Engineer.

State Printing

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MCMINNVILLE
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HILLSBORO

RECEIVED
JAN 11 1968

FOR FILE
I-5-1(52)64

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 11, 1968

Fred H. Slate Co.
7805 S.W. 40th Ave.
Portland, Oregon 97219

E.C. Hall Construction Co.
11655 S.W. Barbur Blvd.
Portland, Oregon

Slate-Hall
General Contractors
7805 S.W. 40th Avenue
Portland, Oregon 97219

Re: Claude J. Miller v.
Fred H. Slate Co., et al.
Siskiyou Station-Siskiyou Summit
Pacific Highway
Contract No. 6360

Gentlemen:

Enclosed herewith to each of you is a copy of the summons and a copy of the complaint served on the State Highway Commission in the above action. We assume you have been similarly served.

From the allegations of the complaint it is apparent that the damage claimed is based on blasting operations conducted by you under the above-noted construction contract. M.C. Lininger and Sons, Inc., also named as a defendant in this action, was, as we understand it, one of your sub-contractors.

Under the provisions of the above construction contract and the performance bond furnished by you in connection therewith, you, and each of you, are obligated to indemnify and protect the State of Oregon, the State Highway Commission, and its members, officers, agents and employees, against any loss from claims, suits or actions of this nature, whether the acts or omissions involved be those of

NOTED
FLOYD OLIERY

January 11, 1968

you or your subcontractors. Accordingly, the State, by and through its State Highway Commission, hereby tenders to you and each of you the defense of the above action, with the following exception: We will file a motion to quash, or demurrer, if necessary, on behalf of the "State of Oregon, by and through its State Highway Commission, composed of Glenn L. Jackson, Kenneth H. Riddle and David B. Simpson." Regardless of the outcome of such motion or demurrer, we will expect you to handle the defense of Fred H. Slate Co., E.C. Hall Construction Co., Slate-Hall, and M.C. Lininger & Sons, Inc. If our motion to quash or demurrer fails, we will thereafter look to you for defense of all parties named in this action.

In any event, the state will look to you and each of you for any loss or expense incurred as a result of this action.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER;JSI:jw
Encl.
M.C. Lininger & Sons, Inc.
Great American Insurance Co.
Seaboard Surety Co.
Floyd Emery
F.B. Klaboe
F.D. Morgan

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OCT 11 1967
FOR FILING

HUGH B. COLLINS
JAMES A. REDDEN
JOHN E. FERRIS
LYLE C. VELURE

I-5-1(52)64
6360

COLLINS & REDDEN
ATTORNEYS AT LAW

107 EAST MAIN STREET
MEDFORD, OREGON 97501

TELEPHONE
[503] 779-4333

PLEASE REFER TO
OUR FILE NUMBER:

October 9, 1967

4364

State of Oregon
State Highway Department
Salem, Oregon97310

Attention: Mr. C. W. Head,
Assistant Secretary.

Dear Mr. Head:

This is to advise you that we have succeeded in settling the Kissinger vs. Slate-Hall case. I am, therefore, returning Slate-Hall Contract No. 6360 and R. A. Heintz Construction Company Contract No. 6386.

Thank you for your help and cooperation.

Very truly yours,

James A. Redden

JAMES A. REDDEN (mb)

JAR:mb
Encl.

NOTED
C. W. HEAD

I notified Al Johansen
10-10-67
C.H.

RECEIVED
OCT 10 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 24 1967
FOR FILING
I-5-1(52)84
6360

August 24, 1967

Mr. John L. Flynn
Lawyer
184 East Main Street
Ashland, Oregon 97520

Dear Mr. Flynn:

In your letter of August 22, you inquire as to whether any portion of Contract No. 6360 awarded to Slate-Hall has been assigned, particularly in regard to M. C. Lininger and Sons, Inc.

I am assuming that you refer to work which may have been by subcontract. Under that assumption, there is attached a copy of a subcontract dated December 20, 1963, between Slate-Hall and M. C. Lininger and Sons, Inc.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

cc Slate-Hall
7805 S. W. 40th Avenue
Portland 19, Oregon

M. C. Lininger & Sons, Inc.
P. O. Box 1386
Medford, Oregon 97501
Mr. G. E. Rohde

JOHN L. FLYNN
LAWYER
184 EAST MAIN STREET
ASHLAND, OREGON 97520
TELEPHONE 482-4181

August 22, 1967

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

G. E. Rhode, Chief Counsel
Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

Gentlemen:

I shall appreciate your informing me whether or not Slate Hall, the contractor under Contract No. 6360 made with the State Highway Commission for work to be performed on the Siskiyou Station-Siskiyou Summit Section of Pacific Highway, assigned any portion of the work required by them to be performed under such contract. I am particularly interested in the performance of work under this contract by M. C. Lininger & Sons, Inc., and, in the event you will do so without a subpoena, I shall appreciate your informing me of the date such contract was assigned and furnishing me with a copy of the contract, for which I shall expect to pay you.

May I have an early reply?

Respectfully,

JLF/hlt

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AUG 23 1967
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
I-5-1(52)04
6360

Salem, Oregon
June 28, 1967

Mr. Tom Edwards
Assistant State Highway Engineer

O F F I C E

When Interstate 5 was constructed through the Siskiyou Summit, about .8 mile of Colestine Road was relocated because of the construction. In signing the agreement, Jackson County gave conditional approval in that the State was to use the same type of wearing surface as was to be employed by the Forest Service on the Mt. Ashland Ski Road.

The State's portion was constructed first and after being advised by the Forest Service that it would use a penetration type of wearing surface, we proceeded to use an O-11. Subsequently, the Forest Service changed its plan and constructed a plant mix wearing surface, and we have been requested by Jackson County to overlay the .8 mile of State-constructed road with this type of pavement.

We are advised by Pop Chandler that our section is in need of some maintenance and on this date, Mr. Cooper discussed the matter with Mr. Jackson. It was Mr. Jackson's direction that we do a reasonable job of maintenance and overlay the section to bring the unit in line with the Forest Service construction.

It is highly recommended that this be undertaken with a State patching crew rather than by contract as I believe we can get more for our money. Will you please arrange to have this done and if there is anything impractical about the suggestion, let's discuss it.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
M. S. Cox
L. R. Chandler

FORM E-50 5004 10-66

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 2, 1967

SUBJECT:

To: Mr. H. S. Cox
County and City Engineer
S A L E M

REFERRED TO
Pate
BY ASST. STATE HWY. ENGR.

2fo

Yesterday in company with you, the three members of the Jackson County Court and Mr. Robert Carstensen, County Engineer, we made a joint inspection of that portion of the Colestine Road which we rebuilt and surfaced with an O-11 penetration oil mat in 1964.

The circumstances as related in my letter of January 17, 1967 to Mr. F. D. Morgan remain the same with the exception that the condition of the oil mat is presently not as good as it was last fall. The oil mat itself now needs maintenance work. We have, during the period from September 1964 to date, "kept the road going" by periodical maintenance of the surface since there was some controversy between us and the county as to whether or not we had fulfilled our obligation when we placed an O-11 surface instead of the 1½" of asphaltic concrete which the Forest Service placed during the year 1965.

As you heard, it was Mr. Miller's (of the Jackson County Court) contention that even though the Forest Service eventually changed to an AC pavement after indicating to us that they would put on some type of an oil penetration surface, that we should have also followed with an asphaltic concrete surface. In other words, as he stated, it was his intention at the time of the hearing that the county eventually secure a uniform type of surfacing on the whole extent of Colestine Road.

I again state that it is my belief that we complied with our obligation but it is also true that we probably did not meet the requirements in Judge Miller's mind even though this is a result of the Forest Service changing specifications.

The area in question is about 0.8 miles in length and 30 ft. wide. It will require to pave it with a 2" overlay approximately 1500 tons of mix at a cost somewhere between $8.00 and $10.00 per ton.

All our contracts in this area are finished and no work is in progress.

I am enclosing a copy secured from the Forest Service in March 1963 of their design sheet for the project.

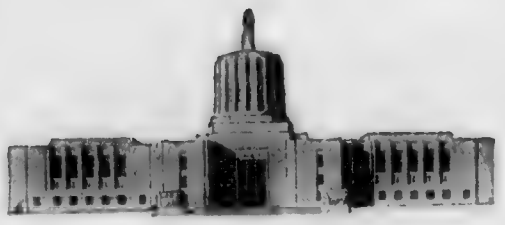
L. R. CHANDLER
Division Engineer

LRC/cw
Enc.
cc F. B. Klaboe
F. D. Morgan

JUN 5 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 29 1967
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 28, 1967

Mr. John L. Flynn
Attorney at Law
184 East Main Street
Ashland, Oregon 97520

Re: Request for information
CONTRACT No. 6360 -
Slate-Hall

Dear Mr. Flynn:

Your letter of June 13, 1967, addressed to Mr. Floyd Head, Assistant Secretary of the Highway Commission, has been referred to me for reply. Actually, the Secretary of the Commission is Mr. Floyd A. Query, and the Assistant Secretary, with whom I believe you spoke, is Mr. Cecil W. Head.

We are unable, at this time, to furnish you with a complete copy of job records, such as you mention in your letter of June 13. Accordingly, we are, by copy of this letter, suggesting to Mr. Query that he return to you your check which you left in his hands.

The reason for this is that, as a public agency, we cannot get ourselves into the position of voluntarily assisting one side or the other in a dispute between private parties.

If, of course, your client's dispute with the contractor involved ripens (or has ripened) into litigation, most of the records with which you are concerned would probably be subject to subpoena. If the situation progresses to that point, a subpoena duces tecum to Mr. Query for a deposition, with notice to the other side, would appear to be an appropriate and is a method which has been used by others in the past.

We do not wish to be unreasonable in this regard but we are certain that you will appreciate the need for this Department to retain a position of neutrality in such private disputes.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

NOTED
FLOYD QUERY

AHJ:rh
cc: Mr. Floyd A. Query
Mr. G. E. Rohde
Mr. Frank C. McKinney

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JUN 15 1967
FOR FILING

6360

Salem, Oregon
June 14, 1967

Request re Contract No. 6360

Mr. Frank McKinney
Assistant Counsel

BUILDING

Attached is a copy of a letter from Mr. John L. Flynn requesting records concerning blasting operations on Contract No. 6360 awarded to Slate-Hall.

This letter is being referred to you for a reply as, in my recollection, I believe there has been some prior controversy between Mr. Claude J. Miller and the contractors.

At Mr. Flynn's request, copies of Contract Nos. 6360 and 6501 have been sent to him.

Floyd Query, Secretary

FQ:gc

cc: Mr. John L. Flynn, Lawyer
184 East Main Street
Ashland, Oregon 97520

June 14, 1967

Mr. John L. Flynn, Lawyer
184 East Main Street
Ashland, Oregon 97520

Dear Mr. Flynn:

Attached is a copy of a letter which I have written to Mr. Frank McKinney, Assistant Chief Counsel, concerning your request for records pertaining to Claude Miller's blasting damage claim on Contract No. 6360.

As you will note, I have asked Mr. McKinney to reply to you direct. Attached also is your blank check which you left with us a few days ago to cover the cost of providing records.

If this material is provided and a charge is involved, we can bill you for it later.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:gc

JOHN L. FLYNN
LAWYER
184 EAST MAIN STREET
ASHLAND, OREGON 97520
TELEPHONE 482-4181

June 13, 1967

Mr. Floyd Head, Assistant Secretary
Oregon State Highway Commission
State Highway Office Building
Salem, Oregon 97310

Re: Contracts for Construction of Interstate Highway 5 -
No. 6360 - Slate-Hall
No. 6501 - Peter Kiewit Sons' Co.

Dear Mr. Head:

Yesterday, while in your office, you may recall, I discussed the records of blasting of the above-named Contractors or persons acting as their agents under the terms of the above contracts. At that time, I left a check payable to the State Highway Commission for a sum not in excess of $50.00 and requested that I be furnished with a record of the blasting done in construction, with the provisions of the contracts.

I am informed by my client, Mr. Claude J. Miller, that the blasting which caused the damage to his property was done under the Slate-Hall contract by either Lininger & Sons or perhaps by Heinz & Kaiser, sub-contractors.

I shall appreciate your furnishing me with a complete copy of your records, including the extent of blasting, date of such blasting operation, time of blast and the names of all the contractors or sub-contractors who conducted blasting operations in connection with the performance of Contract No. 6360 during the period from the date of the awarding of the contract during November, 1963, to the completion thereof on May 1, 1965.

I would like to take this opportunity to thank you for your cooperation in furnishing me with a copy of the records previously requested and for your cooperation in connection with the information requested herein.

Respectfully,

John Flynn

RECEIVED
JUN 14 1967
OREGON
STATE HIGHWAY COMMISSION

JLF/hlt

cc Mr. Claude J. Miller

RECEIVED
JUN 30 1967
FOR FILING

I-5-1(52)04
6260

Salem, Oregon
May 23, 1967

H. S. Cox
County and City Engineer
Valentine Rd
BUILDING

Attached is a copy of my January 12 memo concerning a situation in Jackson County at Siskiyou Summit. At your convenience, please contact the County and see that an inspection is made.

Beyond this, I have made no commitment except to look at the matter with an open mind.

R. L. Porter
Deputy State Highway Engineer

RLP:ma
att.
cc Forrest Cooper
Tom Edwards
Victor D. Wolfe
E. S. Hunter
L. R. Chandler/att

Salem, Oregon
January 12, 1967

Memo to File

On this date, County Judge Earl Miller, Commissioners Rodney Keating and Henry F. Padghem, and County Engineer R. J. Carstensen of Jackson County called to discuss the proposed agreement re snow removal at Mt. Ashland.

They stated that the lower end of the Mt. Ashland ski access road was on the county road system and was relocated and reconstructed at the time of the Siskiyou Summit job on I-5. They also said it was their understanding that the State would surface the relocated portion in the same manner as the Forest Service surfaced the portion leading to the Mt. Ashland ski area.

I explained to the group that the Highway Department contacted the Forest Service at the time of the Colestin Road relocation and we were advised that the Forest Service would surface its road with some type of bituminous macadam (penetration). Because of this information, we surfaced the section we relocated with an O-11 oil mat. Subsequently, the Forest Service changed plans and surfaced its road with two inches of asphaltic concrete plant mix.

I further told the group that our people report the lower end of the State reconstructed road is in good condition; however, some members of the County group disagreed with this.

The matter was left with the understanding that in the spring, at the time the snow leaves the area, we would make a joint examination of the situation, no commitment being made at the present time. With this, the County Court signed the agreement and left it with us.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Forrest Cooper
Tom Edwards
Victor D. Wolfe
E. G. Hunter
E. F. Cox
A. A. Chandler

FORM E-123X BOH 7-65

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APR 27 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 27, 1967

NOTED
R. L PORTER

Ralph E. Franklin
Copass, Franklin & Watkins
1001 Northern Life Tower
Seattle, Washington 98101

Re: Sprague's, Inc.
Alleged Payroll Violations
Ashland-Wall Creek Section
Contract No. 6241
Wall Creek-Siskiyou Sta. Section
Contract No. 6454
Siskiyou Sta-Siskiyou Summit Section
Contract No. 6360

Dear Mr. Franklin:

Please refer to previous correspondence on the above subject, including our letters to you dated February 10 and March 20, 1967.

Also, you should be receiving in a few days a copy of a letter from the State Highway Engineer to your client, Sprague's, Inc., setting forth the results of the investigation of charges of payroll violations on the Minnesota Freeway job, Contract No. 6474.

This is to again request that your client cooperate in making its books and records available for a payroll audit on the projects described in the caption. The nature of the allegations of violations on these projects, received by this department, indicates that in all probability the time required for an audit will not be great unless, of course, evidence of other, more extensive violations is discovered.

At such time as an audit on the captioned projects can be completed, we will be in a position to determine what portion, if any, of the funds presently being withheld on Contract 6474 will have to be retained to ensure restitution and payment of liquidated damages arising out of such violations as might be found to have occurred on these projects. Any remaining balance could then be released to your client.

We believe you will agree that the simplest way to terminate this entire controversy, at the least expense to all parties, will be to facilitate the requested audit on the captioned projects.

Very truly yours,

GER:AHJ:gw
cc: R. L. Porter
C. H. Maison
L. H. Young
A. H. Johanson

G. E. ROHDE
Chief Counsel

RECEIVED
APR 28 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM S-12AX BDN 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 10, 1967

Ralph E. Franklin
Cowan, Franklin & Latsios
Attorneys at Law
1121 Pacific Life Tower
Seattle, Washington

Re: Sprague's Inc. of Washington
Contract No. 6474
South Unit, Minnesota Freeway
Section

Dear Mr. Franklin:

In connection with your recent inquiries as to when the balance of the final payment on the above project might be released, this is to advise that our investigation of charges of wage-hour violations has been completed, and the results forwarded to the Bureau of Public Roads. Since the charges involve alleged violations of federal law, as well as our contract with your client, final action by us must await the instructions of that federal agency. Is there your desire that this matter be finally disposed of within the near future.

Meanwhile, charges of similar violations by Sprague's on several other projects have been received. Our accounting division asked Mrs. Sprague for an opportunity to audit the corporate books and records on those other projects, and we understand that she refused this request. The projects involved, on each of which Sprague's was a subcontractor, are the following:

Contract No.	Job Description	Prime Contractor
6241	Ashland - Wall Creek	Peter Kiewit
6454	Wall Creek - Siskiyou Station	Slate-Hall
6360	Siskiyou Station-Siskiyou Summit	Slate-Hall

It is not anticipated that investigation of the charges relating to these projects will require as much time as has been necessary on the Minnesota Freeway project. We are sure you will agree that resolution of all outstanding problems will be expedited by your client's cooperation in making

the corporate books on the above projects available for examination. Continued refusal of an opportunity for such examination might, in some quarters, be regarded as evidence of some culpable intent and would, we believe, clearly violate your client's contractual obligations.

Please advise whether your client's books and records on the above projects will be available for examination at a mutually convenient time. Thank you for your cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:AHJ:gw

cc: R. L. Porter
C. H. Meison
L. H. Young
Alan H. Johansen

R. L. Porter

JAN 19 1967

FORM E-30 BOM 10-65 SP°23401-734

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Ro[illegible]g, Oregon
January 17, 1967

E. B. KLABOE
NOTED
NOTED
R. L PORTER

To: Mr. F. D. Morgan
Construction Engineer
S A L E M

SUBJECT: Type of Surfacing
Colestine Road
Reconstructed by State Highway Dept.

The question of whether or not we fulfilled our agreements with Jackson County in regard to the type of surfacing placed by us on Colestine Road keeps coming up so I have secured the following chronological sequence on the problem by discussions with some of our people involved.

At the time we finalized our relocation of the rebuilding or the connection of Colestine Road, only the old Colestine Road was available for travel between the Siskiyou Summit area and the Mt. Ashland ski area. Even it did not go through but intersected another road out of Ashland. Probably the Neil Creek Road. We were connecting to Colestine Road only.

When we finished our portion of the Colestine Road in September of 1964, the Forest Service was grading the Mt. Ashland ski road and, at the time, they had some base rock down on it. They also, quite late in the year, put down something like a double binder for a surface. Don Haller was our Resident Engineer and did the work on our part of that road as a part of the Wall Creek-Siskiyou Station project.

In 1963 Bill Robertson, as our Resident Engineer on some other crushing work, looked after the production of about 35,000 cu. yds. of ¾-0 rock for the U.S. Forest Service from our Siskiyou Summit Quarry. This rock was stockpiled near our Siskiyou Summit and was later all used as a rock base for their road.

Later, while Mr. Robertson was the Assistant Resident Engineer, the contractor, Lininger from Medford, was crushing for the Forest Service and from our Siskiyou Quarry aggregate for the paving which was later placed on the Mt. Ashland Road. U.S. Forest Service had their own Resident Engineer on that crushing. The paving was done in the summer of 1965 over the double binder which they had placed late in 1964. This double binder was in bad shape.

1-18-67
REFERRED TO
Cox
STATE HWY. ENGR.
2/0

I believe that the timing as outlined above indicates that the paving on the Mt. Ashland Road by the Forest Service was a revision of their original intent and plan and that we fulfilled our obligations in the agreement.

L. R. CHANDLER
Division Engineer

LRC/cw
Enc.
cc R. L. Porter

RECEIVED
JAN 18 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 6 - 1966

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 2, 1966
Salem, Oregon

SUBJECT: SPRAGUES, INC.
LABOR VIOLATIONS

To: MEMORANDUM FOR FILE

On November 22, 1966, we received a memorandum from the Bureau of Public Roads relating to a review of our Project File I-5-1(55) Wall Creek-Siskiyou Station Section. The Bureau stated a foreman for Spragues Commercial Landscaping, Inc., an approved sub-contractor on this project, had made complaints of failure to receive overtime compensation for work performed. The Bureau informed us they would not process the final report or final voucher until this matter had been resolved.

We immediately obtained a listing of all projects that Spragues, Inc., had either been the prime contractor or sub-contractor on for the Oregon State Highway Department. These projects are as follows:

CONTRACT NO.	FA PROJECT NO.	JOB DESCRIPTION	PRIME CONTRACTOR	STATUS OF CONTRACT
6474	I-5-6(55)304	South Unit, Minnesota Freeway	Spragues, Inc.	Final
6755	I-5-5(11)286	Wilsonville Safety Rest Area	Warren Northwest	Active
6451	I-5-1(55)06	Wall Creek-Siskiyou Station	Slate Hall	Final
6372	I-80N-5(11)147	Willow Creek-Airport Road	Earl McNutt Co.	Final
6349	I-80N-2(14)139	E.Unit,Arlington Heppner Jct Inter	Rogers Const.	Final
6367	I-5-2(29)116	Roberts Mountain	Slate Hall	Final
6292	I-80N-5(8)145	Heppner Jct. Interchange	Rogers Const.	Final
6360	I-5-1(52)04	Siskiyou Station-Siskiyou Summit	Slate-Hall	Final
6241	I-5-1(50)009	S. Ashland Inter. Wall Creek	Peter Kiewit	Final
6671	I-80N-5(17)157	Airport Road-Irrigon Junction	Spragues, Inc.	Active
6340	I-5-1(51)18	12th Street-N.Ashland Interchange	Spragues, Inc.	Final
6531	I-5-3(66)155	Anlauf-Elkhead Road	Spragues, Inc.	Final

The Accounting Division has recently completed an audit of Contract No. 6474, South Unit, Minnesota Freeway, for possible overtime violations. This matter is being turned over to the Legal Division for determination as to whether or not violations did occur

On November 30, 1966, a meeting was held with the Bureau of Public Roads to determine what action would be necessary by the State Highway Department to resolve this matter. In this meeting, the Bureau stated they had received a copy of a teletype from Mr. Patterson to John Bond (a copy is attached) notifying them of the complaint made by Mr. Rodney

Culp, foreman for Spragues, Inc., of the overtime violation on the Wall Creek - Siskiyou Junction Section job. Mr. Culp stated the underpayment of overtime amounted to something over $4,000.00.

The Bureau was then asked if we would be required to conduct an audit on all of the jobs that Spragues had been associated with. They felt we should audit only the jobs in connection with the complaint.

A review of the certified payrolls submitted by Spragues, Inc., on the above projects were made, and it was mutually agreed that the following jobs would need to be audited:

Contract 6241 - Ashland-Wall Creek
Contract 6474 - Wall Creek-Siskiyou Station
Contract 6960 - Siskiyou Station-Siskiyou Station

On December 1, 1966, Mrs. Sprague of Spragues, Inc., was contacted and asked if we could examine her records relating to the above projects that they had been the approved sub-contractor for. She stated we could not examine any records until she obtained legal advice from her attorney to determine if the Highway Department had authority to examine the records. We immediately advised our Legal Division of this situation.

At the present time, we are withholding $10,000.00 on Contract No. 6474, South Unit, Minnesota Freeway, and have stopped all payments to Spragues, Inc., on Contract No. 6671, Airport Road-Irrigon Junction, until this matter is settled.

C. H. Maison
Controller

CHM:rs

cc: R.L. Porter
R.S. Mabee
G.E. Rohde
L.H. Young
P.D. Morgan
Bureau of Public Roads

RECEIVED
JUL 7 1966
FOR FILING

July 7, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. I-5-1(52)04

Dear Sir:

Your August 2, 1965, endorsement noted that contract work on Contract No. 6360, Siskiyou Station - Siskiyou Summit Section in Jackson County, Federal-Aid Project No. I-5-1(52)04, was satisfactory. The State Highway Commission authorized acceptance of the contract as of December 8, 1965.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force Order by State Forces, or others, completed April 29, 1966.

Contractor's wage certification is dated December 3, 1965.

Attachments are as follows:

Materials Report, PR-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: C. H. Maison
F. D. Morgan
H. M. Chace

LHY:kc

FORM E-123X 8OH 7-65

RECEIVED
JUN 2 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
Medford
KENNETH N. FRIDLEY, MEMBER
Wasco
DAVID B. SIMPSON, MEMBER
Portland

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 31, 1966

Slate - Hall
7805 S. W. 40th Ave.
Portland 19, Oregon

Heintz - Kiser
211 N. E. Columbia Blvd.
Portland 11, Oregon

Re: Stanley P. Kissinger, et ux
vs. Fred H. Slate, et al
Our File L-5044
Jackson County Circuit Court
No. 66-426-L
Siskiyou Station - Siskiyou
Summit Section
Contract No. 6360
Siskiyou Summit - California
Line Section
Contract No. 6386

Gentlemen:

Since both of your joint ventures, or to be specific the members thereof, are named as defendants in the above action, we assume that you have been served with Summons and Complaint therein and are familiar with this matter.

From the allegations of the Complaint, it appears that the plaintiffs are seeking to recover $10,500 for alleged damage to their real property, allegedly resulting from your operations under the above-mentioned contracts. M. C. Lininger and Sons, Inc., which we understand to have been a subcontractor for one or both of your organizations, is also named a defendant, as is the State of Oregon by and through its State Highway Commission.

Under the terms of the above-mentioned contracts, and each of them, your organizations and each of them are obligated to indemnify and protect the State against any loss from suits or actions of this nature. Accordingly, the State hereby tenders to you, and each of you, its defense in

the above-mentioned action. We will appreciate a response at your early convenience. We have received an extension of time for appearance by the State to and including June 17, 1966. If we have not heard from you by June 10, we will proceed to enter a special appearance on behalf of the State in a form which should be prejudicial to none of the parties, regardless of whether or not you accept this tender of defense.

Please be advised that whether or not your organizations, either or both of them, accept this tender of defense, the State will look to you and each of you for recovery of any and all loss and expense incurred as a result of this action.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
F. C. McKINNEY
Assistant Counsel

FCMcK:gw

cc: F. D. Morgan
F. B. Klaben
R. L. Porter
Alan H. Johansen
G. E. Rohde

OFFICE OF

RECEIVED
MAY 4 - 1966
FOR FILING

PMI RSB 25 5-3-66 9-48 AM

NOTED
F.B. KLABOE

KLABOE

LEAXXX LEONARD RUNKLE OF LEONARD AND SLATE INFORMS ME THAT THEY AND THEIR ISXX INSURANCE COVERAGE HAVE SETTLED WITH CLAUDE J MILLER - MUCH ABOVE WHAT THEY BELIEVE TO BE JUST - FOR ALLEGED BAXX BLASTING DAMAGE TO HIS HOUSE NEAR THE SUMMIT OF THE SISKIYOUS ON I-5. PLEASE REFER TO OUR RECENT DISCUSSIONS RE SAME.

L R CHANDLER

CWO3.

NOTED
R. L PORTER
Porter

RECEIVED
APR 25 1966
FOR FILING
I-5-1(52)04
6360

April 25, 1966

Mr. Warne Nunn
Executive Assistant
Executive Department
State Capitol
Salem, Oregon 97310

Dear Mr. Nunn:

Enclosed is a suggested reply to Claude J. Miller, 12299 Highway 99S, Ashland, concerning alleged damage to his property as a result of blasting activity by highway contractors in the vicinity.

Mr. Miller has made repeated claims to the contractor and to the State concerning this matter. As you know, our contracts for highway construction require the contractor to carry adequate liability and property insurance and to protect the State Highway Commission and its officers from claims such as this.

Since receiving this last letter, we have talked to the insurance adjuster, Mr. Harry Gardner, of the Great American Insurance Company. Mr. Gardner advises that they inspected Mr. Miller's property on several occasions but could neither ascertain any damage nor obtain any concrete value for alleged damages until just recently when Mr. Miller made a claim in the total amount of $12,500. The insurance company is unwilling to consider such a sum. Their inspections showed only some hairline cracks in the plaster which they doubted were caused by blast.

Mr. Gardner also advised that at the last meeting held with Mr. Miller they counseled him to secure the services of an attorney.

Under the circumstances, we believe that Mr. Miller should be advised accordingly.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.
cc R. L. Porter Victor D. Wolfe F. D. Morgan
F. B. Klaboe George Rohde L. R. Chandler

FBK:srb fn

SUGGESTED REPLY FOR THE GOVERNOR'S CONSIDERATION
April 25, 1966

Mr. Claude J. Miller
12299 Highway 99S
Ashland, Oregon

Dear Mr. Miller:

Since receiving your April 20 letter relative to alleged damage to your residence near Siskiyou Summit, I have had the matter investigated.

I find that the Highway Department requires its contractors to carry adequate liability and property damage insurance on all work under their jurisdiction. The reason for this is so that property owners in the vicinity of the work will be adequately protected if their property is damaged by the contractor's activities.

In your case, there seems to be a difference of opinion between the insurance adjuster and yourself. Under the circumstances, there may be no recourse except for you to retain legal counsel.

FBK:srb RLP:ms fn

3256

MR 20 66

Mark Hatfield-Governor-State Of Oregon
Gleen L-Jackson-Chr-Hwy Comm;

Ashland-Ore-April-15-66

Gentlemen

I had a well constructed concrete block house-Hardware screen with three coats of plastered water proof cement on the outside,And two coats of plastered cement on the inside
This house was damaged badly,By the construction of hwy interstate (5) Through the big cut,At Siskiyou summit
In addition to the wrecking of the house,The natural seepage of water into th well that supplies thehome with wher was destroyed

A greivance was filed with both the state & contractor,The state sent an engineer down to determine damage done,The state than set out to prove that I did not own the House(Refer to letters from hwy legal dept;
The wise adjusters that represent the contractors,Informed me that there was three contractors in the area at the time,And for me to prove -If I thought I could,Which of these three done the damage
The fact remains that dirty petty work,Has been done both by the state & contractors representives,It was the duty of both mentioned parties ,To come forward and offer to adjust the damage done-They are the ones that damaged the house and well,And have no right to damage anothers property in the process of developing their own

Do the two departments of the state goverment,Desire to make an investigation into the matter,Or would you perfer that the dirty deal go to court for settlement

I request that the earnest Bond of contractors Slate & Hall be held up-And that no additional bids be accepted by the state from this firm until this matter is adjsted

With a confident expectation I await your reply

Signed Claude J. Miller
12299 Hwy 99 Sou
Ashland,Ore

RECEIVED
APR 19 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 22 1966
FOR FILING

FORM E-30 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
April 21, 1966

To: Memo to the File

SUBJECT: State of Oregon vs
Claude J. Miller, et al
Case No. 63-1077-L
Our File L-4479 R-36053
California State Line
Section, Pacific Highway

In the process of investigating Mr. Miller's latest allegation that the contractor working on the Siskiyou Mountain damaged his property, I talked to several of the individuals involved.

Mr. Elton Slate advised me that the insurance carrier was the Great American Insurance Company and that they had thoroughly investigated Mr. Miller's damage claims and, while not admitting liability, were willing to discuss settlement. Mr. Slate did not know any of the other details so I next called Mr. Harry Gardner of this insurance company and he advised me as follows:

They had promptly contacted Mr. Miller on learning that he had a damage claim. The first few times that they talked to him, he would not be specific except that his well was damaged and his house had cracks which he attributed to blasting and/or grading in the area. Mr. Gardner told me that he hired a building contractor to inspect Mr. Miller's property and that this building contractor could find only some hairline cracks in the plaster which he did not attribute to blast damage. The insurance company did not investigate the well allegation.

Subsequent to their inspection of Mr. Miller's premises, Mr. Miller has asked for a settlement in the total amount of $12,500. Mr. Gardner advised me that this is completely unrealistic and would represent a greater value than the house and property are worth. He further advised me that although the company did not feel that they had any liability, they were willing to make realistic adjustments.

This is apparently where we stand on this matter at this time. The insurance adjustor has dropped any further action on their part after advising Mr. Miller that he had better get a lawyer to help him settle the matter.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
G. E. Rohde
F. D. Morgan
L. R. Chandler

Mark Hatfield-Governor-State Of Oregon Ashland-Ore-April-15-66
Gleen L-Jackson-Chr-Hwy Com;

Gentlemen

I had a well constructed concrete block house-Hardware screen with three coats of plastered water proof cement on the outside,And two coats of plastered cement on the inside
This house was damaged badly,By the construction of hwy enterstate (5) Through the big cut,At Siskiyou summit
In addition to the wrecking of the house,The natural seepage of water into th well that supplies thehome with wher was destroyed

A greivance was filed with both the state & contractor,The state sent an engineer down to determine damage done,The state than set out to preve that I did not own the house(Refer to letters from hwy legal dept;
The wise adjusters that represent the contractors,Imformed me that there was three contracters in the area at the time,And for me to prove -If I thought I could,Which of these three done the damage
The fact remains that dirty petty work,Has been done both by the state & contractors representives,It was the duty of both mentioned parties ,To come forward and offer to adjust the damage done-They are the ones that damaged the house and well,And have no right to damage anothers property in the process of developing their own

Do the two departments of the state goverment,Desire to make an investigation into the matter,Or would you perfer that the dirty deal go to court for settlement

I request that the earnest Bond of contracters Slate & Hall be held up-And that no additional bids be accepted by the state from this firm until this matter is adusted

With a confident expectation I await your reply

Claude J. Miller
12299 Hwy 99 Sou
Ashland,Ore

Rec'd in Salem
5/16/66
Cooper

RECEIVED
MAY 16 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 16 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 3 - 1966
FOR FILING

February 1, 1966

Mr. Claude J. Miller
12229 Highway 99 South
Ashland, Oregon

Re: State of Oregon v.
Claude J. Miller, et al.
Case No. 63-1077-L
Our file L-4479 R-36053
California State Line Section
Pacific Highway

Dear Mr. Miller:

Your letter addressed to Mr. Rohde has been handed to me for reply. We have again carefully reviewed the deed which you gave to Mr. Burton and that instrument seems to indicate that you sold the property on which the house is located to Mr. and Mrs. Burton. If that is true, then it would seem that you would have no claims for any damages to the house.

I note from your recent letter that the insurance company had asked you to get estimates as to the amount of damage done and then submit this claim to them. If you have a claim for damages it would be against the contractor's insurance company and hence you would need to submit your claim to them so that they would be in position to process your claim. As this matter is between you and the insurance company, we would suggest that you follow this course of action.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

GLEN V. SORENSEN
Staff Attorney

GVS:ab

cc: Mr. G. E. Rohde

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 2 - 1966
FOR FILING
I-E-1(50) c4
6260

January 26, 1966

State-Hall
7805 S. W. 49th Avenue
Portland 19, Oregon

Gentlemen:

The State Highway Commission at its meeting on January 25, 1966, considered your request for an extension of time to complete Contract No. 6360 on the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County.

After considering the recommendation of the Engineer and other available information, the Commission extended the completion date to July 22, 1965, without assessment of liquidated damages.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

lhs
cc L. R. Chandler
Resident Engineer
F. D. Morgan
L. H. Young
C. H. Maison
Bureau of Public Roads

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

KLABOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 17, 1965

In reply refer to: 08-35-DB

FROM : R. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(52)04
Siskiyou Station - Siskiyou Summit Section
Pacific Highway
Request for Approval of Time Extension

All data pertinent to the subject request for an extension of the contract completion date as submitted under Mr. Rohde's letter of December 6, 1965 has been reviewed. The Bureau of Public Roads does not contest the legal aspects or the basis for justification due to substantial overruns in contract work. We do object to the contract provisions entitled "Completion Time Limit", specifically deleting the portions of the Supplemental General Provisions providing for extensions of contract time.

We concur in your recommendation that the completion date for this project be extended from May 1, 1965 to July 22, 1965.

Copy sent
REFERRED TO
Young - Bond - Morgan - Rohde - Parsons
BY ASST. STATE HWY. ENGR.
1-3-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 30 1965

Form CD-121 (11-63) (Ptgs. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

FOR FILING
I-5-1(52)04
6760

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. G. Rohde

DATE: December 9, 1965

In reply refer to: 08-35.DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

RECEIVED
DEC 10 1965
LEGAL & RIGHT OF WAY

SUBJECT: Oregon Project I-5-1(52)04, Siskiyou Station
Siskiyou Summit Section, Pacific Highway
Request of Approval of Time Extension

Receipt is acknowledged of Mr. Rohde's letter of December 6, 1965 relative to the above subject matter.

Inasmuch as Mr. Rohde contends that the proposed extension of contract time is not only justified but also required by law, we are again submitting this matter to our Regional office for further consideration and determination.

You will be further advised on this subject upon our receipt of advice from Regional Engineer French.

REFERRED
TO Mr Klaboe
FOR For main office files
G. E. ROHDE

NOTED
F. B. KLABOE

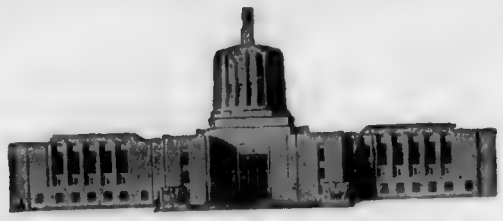
RECEIVED
DEC 10 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 10 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-123X 50M 2-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

12-8-65

Copy
REFERRED TO
Morgan
By Asst. State Hwy. Engr.

December 6, 1965

U. S. Department of Commerce
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Attention: T. Dec, Asst. Division Engineer

Re: 08-35.DB
Oregon Project I-5-1(52)04
Siskiyou Summit Section, Pacific Highway
Request for Time Extension
Contract No. 6360

Gentlemen:

Your letter of August 19, 1965, relating to the above subject, addressed to the Highway Engineer, attention F. B. Klaboe, has been referred to the undersigned.

Both prior to and subsequent to receipt of the above-mentioned letter, I and my staff have devoted considerable time and thought to the legal aspects of the request for time extension in this and similar projects.

If we correctly understand your position in this matter, it is, essentially, that the subject contract provides for time extensions only in the event that the contractor is delayed by reason of strikes. Assuming that the contract does so provide (although I do not necessarily agree with that interpretation), I am of the opinion that an extension of time in this instance is nevertheless not only justified but required by law.

Essentially, this is because of the condition, implied by law in every contract, that neither party will do anything to prevent, hinder or delay performance by the other party. This principle has been applied by many courts in cases involving construction contracts, and it seems to be uniformly held that if a contractor is delayed beyond the specified time or date for completion because of errors or changes in the plans or specifications made by the owner, or because of

various other acts or failures to act attributable to the owner, the owner is not entitled to charge liquidated damages for the delay thus caused and, indeed, the owner may be liable to the contractor for damages he sustains as a result of such delay.

Some of the pertinent legal authorities are summarized in a memorandum to me, dated October 14, 1965, from Alan H. Johansen and John S. Irvin, attorneys of this department. For your information and that of your counsel, we are attaching hereto an extract from that memorandum opinion.

We understand that on this project, the contractor was substantially delayed by reason of substantial increases in the quantity of various contract items, and especially of embankment foundation excavation. We assume that the specific figures are available to you, but our information is that the estimated quantity shown on the plans for embankment foundation excavation was 110,892 cubic yards. We further understand that the typical sections shown on the plans, prepared on the basis of our exploratory work, if properly computed and applied to the areas where embankment foundation excavation would be required, would indicate that 323,234 cubic yards of embankment foundation excavation would be required. Since this latter figure could have been computed by the contractor, from the information given him, we are not prepared to state that that increase alone would necessarily entitle the contractor to any relief.

However, we are advised that because of the various unknown and virtually unknowable subterranean conditions, the actual quantity of embankment foundation excavation required was approximately 1,097,205.1 cubic yards (this is the quantity shown on our semi-final estimate No. 20). Thus, even if the contractor should have foreseen the necessity for performing 323,234 cubic yards of embankment foundation excavation, the quantity actually required was more than 300% of that figure. The actual quantity was nearly ten times the estimated plan quantity.

We are advised that the contractor's unit bid price on this item was approximately $1 per yard. Thus, there was a dollar increase on this item alone of some $773,971, or $986,313, depending on whether the actual estimated quantity, or the quantity indicated by the typical sections, is used. As mentioned in Mr. Klaboe's letter of August 13, 1965, the net dollar increase or overrun on the entire project amounted

to some $950,573, or 22.37% of the original contract authorization.

We are advised that the actual completion date overrun the scheduled completion date by 83 calendar days, which is approximately 15.76% of the originally allotted 526 calendar days.

For a detailed geological explanation of why there was such an extensive overrun in embankment foundation excavation, we direct your attention to the letter dated February 26, 1965, to Mr. A. W. Parsons, from G. L. Decker, our Assistant Construction Engineer.

There seems to be no question but that the increase in embankment foundation excavation did substantially delay the contractor, for a greater period of time than that by which he eventually exceeded the scheduled completion date. We believe that an increase in the quantity of work required, of the magnitude involved here, over the estimated quantity shown by the plans and specifications, would without doubt be held by any court to constitute either a change in the plans and specifications, or the result of an error in the plans, or both, under the authorities discussed in the attached memorandum, and other similar authorities. Since the contractor was in fact delayed by such change or error, he is to that extent excused from his original duty of completion by the contemplated completion date, regardless of the causes specified in the contract for time extensions, or even if the contract provided for no time extensions for any reasons.

The rationale of this opinion, and the attached authorities, is based on simple justice. The State cannot, by its affirmative act in providing erroneous or misleading plans, or in requiring vastly more work than that for which the contractor contracted, delay the contractor beyond the scheduled completion date, and then charge him a penalty or liquidated damages for not completing the job in time.

If we refuse to grant a time extension to this contractor, we anticipate, as a virtual certainty, that litigation will result. In the event of such litigation, I believe therewould be no defense to the claim for remission of liquidated damages, which we or any other attorneys could conscientiously interpose.

For these reasons, we request that you reconsider your former opinion, and concur in approval of the request for time extension on the subject project.

If your counsel should be of the opinion that the authorities we have cited are incorrect, or not applicable to this situation, we would appreciate their referring us to any contrary authorities which might indicate that under the facts of this case we could lawfully impose liquidated damages upon the contractor.

Very truly yours,

G. E. ROHDE
Chief Counsel

AHJ:GER:ks
enclosure

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. B. Klaboe

RECEIVED
DEC 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 19 1965
FOR FILING

I-5-1(52)04
6261

Salem, Oregon 97310
November 18, 1965

Mr. G. E. Rohde
Chief Counsel
B U I L D I N G

Oregon Project I-5-1(52)04
Siskiyou Station, Siskiyou
Summit Section, Pacific
Highway

On August 26, 1965, I wrote to you requesting that you reanalyse the problem of this particular extension of time request as well as those of several others pending in an attempt to arrive at some method whereby we can obtain the approval of the Bureau of Public Roads.

Since that time, we have received a copy of a brief prepared by Attorney John S. Irvin but were not advised whether or not you re-presented the matter to the Bureau of Public Roads. In a telephone conversation with Mr. McKinney this morning I learned that the matter has not been brought to the attention of the Bureau of Public Roads.

Several contractors have been pressing us frequently for a decision on this matter. The contractor for this project has advised me that he considers the matter overly delayed and is considering instituting legal action to collect the liquidated damages that we are holding.

Would you please do everything possible to expedite this presentation to the Bureau of Public Roads.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

RECEIVED
OCT 18 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

(NOTED) R. L. PORTER

Salem, Oregon
October 14, 1965

To: Mr. G. E. Rohde
Chief Counsel

O f f i c e

SUBJECT: Request for Time Extension
Siskiyou Station-Siskiyou Summit
Pacific Highway
Contract No. 6360
Oregon Project I-5-1(52)04

Pursuant to Mr. Klaboe's interdepartment letter to you dated August 26, 1965, and your subsequent request to us, we have considered pertinent legal authorities on the question whether we may properly grant the contractor's request for an extension of time on the subject project. We understand that on this job, there was a substantial overrun amounting to more than $950,000, or 22.37 per cent of the original contract authorization. We understand that a large part of the overrun on this project was in embankment foundation excavation and related work, resulting from the fact that the nature of the material was different from what was anticipated, with the result that in many areas it was necessary to make cuts as much as twice as deep as indicated on the plans, in order to obtain a satisfactory foundation. According to the correspondence, the contractor made extraordinary efforts to expedite the work, but it was impossible to finish within the original contract time.

On this contract, and on several others, the Bureau of Public Roads has declined to approve an extension of time, upon the basis that the contract provides for a time extension only if delay is caused by reason of a strike.

Previously, with your concurrence, Alan H. Johansen wrote an informal opinion to the effect that the contract did in fact allow extensions for other reasons. The Bureau differed with this interpretation. They also refused to approve a price agreement or other writing to clarify or modify the contract, so as to specifically authorize time extensions for other good reasons.

We are of the opinion that some fundamental principles of contract law have heretofore been overlooked by the Bureau, and possibly by the Highway Department as well. It must be conceded that in some instances, we could not establish a right to assess liquidated damages for delay even if the contract did not provide for time extensions for <u>any</u> reasons.

This is believed to be one of those instances.

It is hornbook law that each party to a contract is subject to a duty, implied by law, to refrain from preventing or hindering performance by the other party. If such prevention or hindrance occurs, without a legally sufficient excuse, the other party may be discharged from his duty of performance, and the party wrongfully preventing or hindering performance by the other may have committed a breach of contract. Restatements, Contracts, Secs. 295, 315.

As applied to a construction contract which specifies a date or time for completion, and providing for liquidated damages in the event of late completion, the above principle would mean that if the owner, without a legally sufficient excuse, hinders or delays performance by the contractor to the extent that the contractor cannot finish on time, either or both of two consequences may occur: (1) the contractor is discharged from his duty of finishing by the stipulated date, and accordingly cannot lawfully be assessed liquidated damages; (2) the owner may be liable in damages to the contractor, for breach of the owner's implied agreement not to hinder or delay the contractor's performance.

Many applications of these general principles may be found in the reported cases, and a few representative decisions should be sufficient for present purposes.

In Inland Construction Co. v. City of Pendleton, 116 Or. 668, 681, 242 Pac. 842 (1926), it was said by the Oregon Supreme Court that if the defendant City unreasonably delayed and interfered with the performance by the contractor, the City had no right to deduct from the contract price any sum as liquidated damages.

If the owner fails to make the work available promptly, or fails to obtain the right of way in time to allow timely performance by the contractor, or fails to furnish materials he is obligated to provide at the proper time, or makes changes in the plans and specifications which cause delay, or performs a variety of other acts tending to delay completion on time by the contractor, the owner is generally liable to the contractor for damages suffered as a result of the delay. Anno., 91 L.Ed. 48, and cases cited.

Under appropriate contract provisions, the owner may be relieved from paying monetary damages in some such instances, but is nevertheless obligated to extend the time for performance and cannot collect liquidated damages. U. S. v. Howard P. Foley Co., 329 U. S. 64, 67 S.Ct. 154, 91 L.Ed. 44 (1946); Hagerman v. U. S. (Dist. Ct. Wyo., 1960), 180 F.Supp. 181; Anno., 10 A.L.R.2d 801.

In McCree & Co. v. State (Minn. 1958), 91 N.W.2d 713, a contractor was allowed to recover damages and extra costs, including a remission of liquidated damages for late completion withheld by the state, where it was found that the contractor was delayed by reason of the state's breach of warranty as to subsoil conditions, and the state's delay in making necessary changes in the specifications.

In Peter Kiewit Sons' Co. v. Pasadena City Junior College Dist., 28 Cal. R. 714, 379 P.2d 18 (1963), it appeared that the contractor neglected to apply for a time extension as required by the contract. The court held that where the owner contributed to the delay, it was precluded from obtaining liquidated damages, despite the contractor's failure to file a timely request for time extension.

In Kaltoft v. Nielsen (Iowa 1960), 106 N.W.2d 597, 602, it appeared that the owner made continual changes in the plans which caused or contributed to a substantial delay in the completion of the project. The court said:

> "* * * We also recognize the rule that in all contracts there is an implied term that the person for whom the work is contracted to be done will not obstruct, hinder or delay the contract but, on the contrary, in all ways facilitate the performance of the work to be done by him * * *"
>
> "It is the general rule that where a delay is due partly to the acts of the owner, the builder is not relieved from his contract, but the owner cannot recover for delays which have been caused by himself or by those for whose conduct he was responsible. * * * 'Where a contract calls for completion of the work by a certain day, acts done by the employer which delay the contractor constitute an excuse for non-completion on the day specified.'"

In Connell Construction Co. v. Phil Dor Plaza Corp. (Texas 1958), 310 S. W.2d 311, a construction contract provided for completion by a certain time, liquidated damages for delay, and for an extension of time "for delays caused by inclement weather or other acts of God," if requested in writing. The contractor sued to recover for extra work and materials. The owner filed a cross-action for liquidated damages for late completion. It appeared that extra work had been required, which delayed the completion, and that the contractor failed to request a time extension in writing.

The court held for the contractor, noting that the obligation to finish by a specified time applied only to work under

the contract, and not to extra work. The court said, quoting from 152 A.L.R. 1349:

> "'Where the other party prolongs the work by causing the contractor to perform work in addition to that called for in the contract, the contractor is not responsible for the excess time so caused, even though he tacitly acquiesces in the increased undertaking.'" 310 S.W.2d at 313.

In Endres Plumbing Corp. v. State, 198 Misc.546, 95 N.Y.S.2d 574 (1950), the plaintiff plumbing contractor had been delayed partly because of its own conduct, and partly because of delay by the general contractor. In discussing the general rules applicable the court said:

> "* * * The State may become liable for delay where it furnishes misleading specifications, requires or permits substantial changes in the specifications or procedures, arbitrarily interferes with the progress of the work or unreasonably fails to progress it, takes some action not contemplated by the parties to the contract, or otherwise actively or negligently causes an unreasonable delay, resulting in damage to a contractor.* * *" 95 N.Y.S.2d at 576.

Attention is also directed to Pittman Construction Co. v. Housing Authority of New Orleans (La., 1964), 169 So.2d 122, where a contractor was allowed to recover extra costs, incurred because of the severe subsidence of the site, which the owner could have foreseen, but which was not anticipated or provided for by the plans and specifications. Among other reasons, the court noted that under the contract, the contractor was not to be charged with liquidated damages for delays caused by unforeseeable causes beyond his control, including acts of God or the local authorities. The court said:

> "By far, the greatest cause of the delays encountered during the construction was the inordinate subsidence. Since it has been held that the subsidence became a problem because of the inadequacy of plans and specifications furnished by [defendant], then it is obvious that the delays caused by that subsidence can be held to be caused by 'acts of the Local Authority.'" 169 So.2d at 138.

There are also many cases, some of which do not specifically involve any question of liquidated damages, where a contractor has been held entitled to collect damages from the owner where additional costs are incurred by reason of inaccuracies or deficiencies in plans and specifications furnished by the owner

(see, for example, Sandkay Construction Co. v. State of Montana (Mont. 1965), 399 P.2d 1002; Peter Kiewit Sons' Co. v. U. S., 74 F.Supp. 65, 109 Ct.Cl. 517; McCree & Co. v. State (Minn. 1958), 91 N.W.2d 713; Hersey Gravel Co. v. State, 305 Mich. 333, 9 N.W.2d 567 (1943); W. H. Knapp Co. v. State (Mich. 1945), 18 N.W.2d 421.

In the Sandkay Construction Co. case, supra, the court stated that:

> ". . . A contractor is not responsible for errors or defects in the plans, and is not liable, absent negligence on his part, where the owner's plans and specifications proved defective." 399 P.2d at 1007.

If, as held in the above and many other cases, a contractor may recover additional costs incurred by reason of defects in the plans, then a fortiori, the owner cannot collect liquidated damages for delay resulting from such defects.

In the instant case, it appears that a substantial portion of the delay, at least, may be attributed to defects or at any rate inaccuracies in our plans. We are not here concerned with the contractor's right to recover damages, and it might be that the facts would be insufficient to show any deliberate or negligent misrepresentation on our part, which might prevent recovery of damages from the state by the contractor. However, even though the errors or deficiencies in our plans were innocently made, and without any intent to mislead the contractor, such errors and deficiencies were nevertheless our responsibility rather than the contractor's, and we are certain that no court would uphold our right to withhold liquidated damages for delay caused by such errors and deficiencies.

It should also be noted, that if, despite the above and other considerations, we refuse to grant a time extension and assess liquidated damages against the contractor, the contractor would certainly be justified in commencing an action against us to obtain a remission of the liquidated damages so withheld. If that becomes necessary to the contractor, it is reasonable to assume that he will also sue to recover on any other claims he might have on the project. In such event, we would have no substantial defense to the action for remission of liquidated damages, which would tend to open the door to recovery of additional sums on additional claims which might not otherwise ever be brought into court.

Under these circumstances, even if this particular contract be interpreted to allow time extensions only in cases of strike, we can find no legal or practical justification for refusing to grant the time extension. If, because of the Bureau's refusal to concur in a time extension, we do not grant the request, we

would definitely recommend that the defense of any ensuing litigation be tendered to the bureau of Public Roads, since we do not believe we could conscientiously defend such a case, at least to the extent that it involved remission of liquidated damages.

ALAN H. JOHANSEN
Attorney

JOHN S. IRVIN
Attorney

AHJ:ks

cc: R. L. Porter
F. B. Klaboe
F. C. McKinney

RECEIVED
OCT 18 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 27 1965
FOR FILE

I-5-1(52)-4

6360

Salem, Oregon 97310
August 26, 1965

Mr. G. E. Rohde
Chief Counsel
BUILDING

Oregon Project I-5-1(52)04
Siskiyou Station, Siskiyou
Summit Section, Pacific Highway

I enclose copies of pertinent correspondence concerning the contractor's request for an extension of time on this project.

You will note that the contract overran some 22 percent above the original authorization. You will also note that the Bureau of Public Roads in their letter dated August 19 states that they are sympathetic to our request but that they believe our contract disallows extending time for any reason other than strikes.

I know that you have already taken this matter to the Bureau through their Legal Departments in San Francisco and Washington and the local office has been upheld by these higher offices. However, we have a number of these requests on interstate projects that have been turned down by the Bureau for the same reason, and they amount to a substantial amount of money. In this case alone, we are talking about $23,940. We would, therefore, request that you reanalyse the entire problem and attempt to arrive at some method whereby we can alter the opinion of the Bureau of Public Roads.

If you need any further information, please advise.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

Enclosures

cc: Mr. R. L. Porter
Mr. Tom Edwards
Mr. F. D. Morgan

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. B. Klaboe

DATE: August 19, 1965

In reply refer to: 08-35.DB

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

REFERRED TO
Morgan 01 Dept
By Asst. State Hwy. Engr.
Young 8-25-65

SUBJECT: Oregon Project I-5-1(52)04, Siskiyou Station
Siskiyou Summit Section, Pacific Highway
Request for Time Extension

Mr. Klaboe's letter of August 13, 1965 requests our concurrence in an extension of the completion date from May 1, 1965, as specified in the contract, to July 22, 1965 due to considerable overruns in the quantities of several bid items and of the total bid amount.

We do not disagree that the large overrun in the contract amount adequately supports your proposal to extend the completion date established by the contract. However, the Special Provisions of the contract entitled "Completion Time Limit" specifically deletes those portions of the Supplemental General Provisions which provide for an extension of contract time. Also, the Special Provision does not provide for an extension of the specified completion date for any reason other than for "strikes".

While we are sympathetic to your proposal to extend the specified completion date, we cannot concur in it inasmuch as the existing contract provision was in effect during the entire period in which the contract work was performed. If your Department should grant a time extension, appropriate credit should be made in Interstate fund participation for the liquidated damages involved.

RECEIVED
AUG 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 16 1965
FOR FILING

6360

August 13, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Siskiyou Station-Siskiyou
Summit Section, Pacific Highway
Project No. I-5-1(52)04

Dear Sir:

We have received from Slate-Hall, contractor on the subject project, a request for an extension of the specified completion date from May 1, 1965 to September 1, 1965.

The contractor's request is based on an overrun of several contract bid items amounting to about 30 percent of the original contract authorization.

On the basis of increase project cost the overruns referred to amount to some $950,573, which represents 22.37 percent of the original contract authorization. A request for additional project authorization has been approved by the Highway Commission in this amount. Utilizing this percentage of overrun of the original contract amount applied against the original 526 calendar days allowed, amounts to 118 additional calendar days. The large overrun in the contract authorization was thoroughly covered in the request for an additional authorization.

This project was completed on July 22, 1965. It is our recommendation that the completion date for this project be extended from May 1, 1965 to July 22, 1965. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By F. B. Klaboe
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. L. H. Young
Mr. C. H. Maison
Mr. L. R. Chandler

FORM E-30 50M 2-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 11, 1965

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Extension of Time
Siskiyou Station-Siskiyou Summit Section
Pacific Highway
Contract No. 6360

Attached is a request from Slate-Hall on the subject contract for an extension of the specified completion date from May 1, 1965 to September 1, 1965 without the assessment of liquidated damages. The contractor's request is based on an overrun of several contract bid items amounting to about 30% of the original contract authorization.

On the basis of increased project cost the overruns referred to amount to some $950,573, which represents 22.37% of the original contract authorization. A request for additional project authorization has been approved by the Highway Commission in this amount. Utilizing this percentage of overrun of the original contract amount applied against the original 526 calendar days allowed, amounts to 118 additional calendar days. The large overrun in the contract authorization was thoroughly covered in the request for an additional authorization.

This project was completed on July 22, 1965. This is an overrun of 83 calendar days and 57 penalty days amounting to $23,940.00 in liquidated damages, based on the penalty rate of $420.00 per penalty day.

We believe this contractor made exceptional effort to complete the project expeditiously and we recommend that the specified completion date be extended to July 22, 1965. This will eliminate all liquidated damages.

This matter has been discussed with the Bureau of Public Roads' Area Engineer, who agrees that while the reasons for granting this extension may be valid, he cannot concur in this request because of the Bureau's decision concerning time extensions on projects with specific completion dates in which the contract

special provisions have deleted justification for time extensions.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:bjm
Attachments

cc: L. H. Young
L. R. Chandler

RECEIVED
AUG 12 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-320-33M-9-54

OREGON STATE HIGHWAY COMMISSION

Contractors Request for Extension of Time to Complete Construction Contract

Oregon State Highway Commission,
Salem, Oregon.

Date JUNE 24, 19 65

Gentlemen:

We, the undersigned, respectfully request an extension of ..... days time, from May 1, 1965, 19....., to Sept. 1, 19 65, within which to complete our Contract No. 6360, described as follows:

Siskiyou Station to Siskiyou Summit - FAP I-5-I(52)04

The above request is based upon the following reasons:

This project is now about 30% over the original contract amount.

Respectfully submitted,

SLATE-HALL
Contractor

By Elton D. Slate

Elton Slate, Partner

CONSENT OF SURETY

Date JUNE 24, 19 65

We, GREAT AMERICAN INSURANCE COMPANY, AND,
SEABOARD SURETY COMPANY, as Sureties

on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

GREAT AMERICAN INSURANCE COMPANY

BY: Fred C. Reed
FRED C. REED - Attorney-in-fact
WELLS-REED-WOOD-WEST Co.

BY: Fred C. Reed
Resident Agent

SEABOARD SURETY COMPANY

BY: Ethel Wold
ETHEL WOLD -Attorney-in-Fact
HANSEN & ROWLAND, INC.

BY: E Wold
Resident Agent

State Printing 78755

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

FOR

Extension of Time to Complete Contract

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 6360 Contractor Slate-Hall

Highway Pacific

Section Siskiyou Station-Siskiyou Summit

Kind of Work Grading

It is recommended that such extension be granted as requested under the following terms and conditions:

Recommended for Approval:

John Quasney
Division Engineer

for Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No. 6360

Project designation I-5-1 (52) 04
State—Federal

Date awarded 11/22/63

Work started 12/4/63

Per cent completed 99% 7/16/65
Date

Specified completion date 5/1/65

Previously extended to

Extension requested to 9/1/65

FORM E-123X 50M 12-63

RECEIVED
JAN 7 1966
COMMISSIONERS
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER,
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-1 (9-)

6360

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 7, 1966

RECEIVED
JAN 10 1966
STATE ENGINEER

Mr. Claude J. Miller
12229 Highway 99 South
Ashland, Oregon

Subject: Complaint: property damage
Your undated letter received 12/15/65
Contract No. 6360, Slate-Hall

Dear Mr. Miller:

The Highway Commission Secretary has referred to this office your letter relative to the damage you claim was done to your property during construction of the highway south of Ashland.

Although we have had no recent search of the title records in Jackson County, it was our thought that you had conveyed all of your adjacent property to Mr. Burton from whom the right of way was acquired by judgment in a condemnation case.

A review of our files indicates that Slate-Hall Company was the contractor on the project. Under the contract with that company the type of damage you claim to have sustained would be the responsibility of the contractor.

We are also informed that a representative of the contractor's insurance company wrote you in October, 1965 requesting details of the damage which you have never furnished.

I can only suggest that you should present your claim in full to the insurance company for consideration. You must surely realize that until you have done so no action can be taken.

Yours very truly,

G. E. ROHDE
Chief Counsel

GER:hg

cc - F. B. Klaboe
F. D. Morgan
L. R. Chandler
Slate-Hall, General Contractors
7805 S. W. 40th Avenue
Portland, Oregon 97219
W. H. Gardner, Claims Manager
General Adjustment Bureau

DISBURSED
JAN 7 - 1966
FOR FILING

I-5-1(52) 04
6360

January 7, 1966

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

Hansen and Rowland, Inc.
1300 Puget Sound Bank Building
Tacoma 1, Washington

Gentlemen:

A post-final payment for $21,940.00 will be made to Slate-Hall on Contract No. 6360 for grading the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County as soon as the warrant is prepared.

The total amount paid on this contract will be $5,935,130.46 including the post-final payment. Of the total $81,837.11 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fhn
cc Slate-Hall
7805 S. W. 40th Avenue
Portland 19, Oregon

Seaboard Surety Company
100 William Street
New York 38, New York

Great American Insurance Company
Pacific N. W. Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

C H Maison
Attn: John Herr

RECEIVED
JAN 3 - 1965
FOR FILING

I-5-1(52)04
6:60

December 31, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 2
January 25, 1966 Meeting

Gentlemen:

We have received a request for an extension of time from Slate-Hall, contractor on the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County, Contract No. 6360.

The contractor's request is based on an overrun of several contract bid items amounting to about 30 percent of the original contract authorization.

On the basis of increased project cost, the overruns referred to amount to some $950,573, which represents 22.37 percent of the original contract authorization. A request for additional project authorization has been approved by the Highway Commission in this amount. Utilizing this percentage of overrun of the original contract amount applied against the original 526 calendar days allowed, amounts to 118 additional calendar days. The large overrun in the contract authorization was thoroughly covered in the request for an additional authorization.

This project was completed on July 22, 1965. The project overrun amounts to 83 calendar days and 57 penalty days, which is $23,940 in liquidated damages.

We recommend that the completion date be extended to July 22, 1965. This will eliminate all penalty. This is a Federal-aid interstate project and we have Bureau of Public Roads' concurrence.

The matter was approved by Chairman Jackson on December 30, 1965, and your formal concurrence will be requested at the January 25, 1966 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:bjm srb

Form E-320 3M 9-54

OREGON STATE HIGHWAY COMMISSION

Contractors Request for Extension of Time to Complete Construction Contract

Oregon State Highway Commission,
Salem, Oregon.

Date JUNE 24, 19 65

Gentlemen:

We, the undersigned, respectfully request an extension of ..... days time, from May 1, 1965, 19....., to Sept. 1, 19 65, within which to complete our Contract No. 6360, described as follows:

Siskiyou Station to Siskiyou Summit - FAP I-5-1(52)64

The above request is based upon the following reasons:

This project is now about 30% over the original contract amount.

Respectfully submitted,

SLATE-HALL
Contractor

By Elton G. Slate

Elton Slate, Partner

CONSENT OF SURETY

Date JUNE 24, 19 65

We, GREAT AMERICAN INSURANCE COMPANY, AND, Sureties
SEABOARD SURETY COMPANY, as surety

on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date herein above stated had been stipulated in the original agreement.

GREAT AMERICAN INSURANCE COMPANY

BY: Fred C. Reed
FRED C. REED - Attorney-in-fact
WELLS-REED-WOLD-WEST Co.

BY: Fred C. Reed
Resident Agent

BY: Ethel Wold
ETHEL WOLD - Attorney-in-Fact
HANSEN & ROTLAND, INC.

BY: E. Wold (SEAL)
Resident Agent

State Printing 78755

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

FOR

Extension of Time to Complete Contract

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 6360 Contractor Slate-Hall

Highway Pacific

Section Siskiyou Station-Siskiyou Summit

Kind of Work Grading

It is recommended that such extension be granted as requested under the following terms and conditions:

Recommended for Approval:

John Adams Jr.
Division Engineer

Peter A. Bird
For Construction Engineer or Bridge Engineer

W B Klaboe
Assistant State Highway Engineer

Contract No. 6360

Project designation I-5-1 (52) 04
State—Federal

Date awarded 11/22/63

Work started 12/4/63

Per cent completed 99% 7/16/65
Date

Specified completion date 5/1/65

Previously extended to

Extension requested to 9/1/65

RECEIVED
DEC 27 1965

FORM E-30X—SOM—1-66 SP*19102-734

FOR FILE

I-5-1(5)64

6=60

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 23, 1965

SUBJECT:

To: Mr. F. C. McKinney
Assistant Counsel

Office

Herewith is a letter from Mr. Claude J. Miller relative to alleged damage to his home and well during the course of highway construction. It is in reply to Mr. Klaboe's letter of December 6, a copy of which, together with other relevant correspondence, is attached. Mr. Miller's letter was referred to us by the Secretary.

My recollection is that we had a condemnation action regarding the Miller property and I believe Mr. Sorensen handled the case. He is, as you know, absent from the office due to the death of his mother. I would suggest that inquiry be made with Mr. Sorensen to see if these items were included in the evidence in the condemnation action.

Would you please assign this correspondence for further check and reply in coordination with Mr. Klaboe.

G. E. ROHDE
Chief Counsel

GER:hg
CC - Mr. Fred Klaboe
Mr. F. D. Morgan
Mr. L. R. Chandler

Enclosure

ROUTED
F. S. KLABOE

RECEIVED
DEC 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 2[illegible] 1965
[illegible]
[illegible](52)04
6360

December 22, 1965

Jackson County Court
County Courthouse
Medford, Oregon

Gentlemen:

Since your request for additional paving on Colestine Road, the Department has made a thorough investigation of this problem with the following results.

Originally, the Forest Service planned to let its share of Colestine Road in two units with either an oil mat or A.C. paving as the traveled surface treatment. Prior to construction, plans were changed and the construction contract was let in one unit. Final surface treatment consisted of a double binder course of asphalt 20 feet in width. This treatment subsequently broke up to a considerable extent and it was over this surface that the A.C. paving was laid this past fall, for a total width of 30 feet.

On November 7, 1963, the Jackson County Court advised Mr. H. S. Cox that the Court had executed the agreements subject to the State's constructing Colestine Road to the "same standards as the Forest Service is constructing their portion of this same road". On November 20, 1963, Mr. Cox answered your letter assuring you that the State would indeed build to the same standards as the Forest Service constructed their portion.

It is the considered opinion of the Department that the State did build their portion of this road to the same standard as was built by the Forest Service and that the most recent work by the Forest Service is a result of failure in the original project and an upgrading over original plans.

Department field men have advised this office that the former State's portion of this road is in very good condition.

The Department does not feel that the State should become responsible for subsequent upgrading of standards over an original plan.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
H. S. Cox

HSC:mm erb

RECEIVED
DEC 15 1965
FOR FILING

Salem, Oregon 97310
December 15, 1965

Colestine Road

Mr. H. S. Cox
County-City Engineer
B U I L D I N G

Please rough draft a letter to Jackson County informing them of the circumstances surrounding our using an O-11 on this project and advising them that we believe we have lived up to our agreement. Stress adequacy of our work.

Your file is returned herewith.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

Enclosure

CON MED 29 12-6-65 905AM

NOTED
H. S. COX
NOTED
DON HARWELL

SI COX

THE O-11 OIL MAT, MT ASHLAND SKI ROAD, INSPECTED AND FOUND IN GOOD CONDITION. MINOR AMT OF RAVELING HAS AXX OCCURRED BUT HAS BEEN PATCHED OUT. IT IS MY OPINION THAT WITH A MINOR AMT OF ACCIXXXX ADDITIONAL AC PATCHING AND A SEAL COAT NEXT SEASTXXX SEASON, THIS SECTION WILL HOLD AS GOOD IF NOT BETTER THAN THE CRECXXXXX RECENTLY COMPLETED AC MAT ON THE REST OF THERXXX THE ROAD

R L LAMMERT
LF

RECEIVED
DEC 6 - 1965
ENGINEER
COUNTY & CITY DIVISION

NOTED
F. B. KLABOE

cc: F.B. Klaboe

OREGON STATE HIGHWAY DEPARTMENT

TO: F. B. Klaboe

SUBJECT: Corvallis Sta.

FROM: A. S. Cox

DATE: 11-5-65

Condition of Corvallis Station reported on [illegible] inspection. Items noted [illegible] to be followed up [illegible]. Plans were drawn ~~to~~ [illegible] the station [illegible]. Due to weather conditions & lack of funds no work has been done [illegible]. With these changes the Corvallis Station will [illegible] adequately accommodated. This building was started in fall of 1965 & is not complete as of this date.

Overall Condition of Corvallis Station is in fair Condition.

NOTED
F. B. KLABOE

A. S. Cox
(SIGNATURE)

PLEASE REPLY HERE

Copies to F. E. Thompson
L. R. Chandler
George White

CC: _____ _____ _____
(SIGNATURE) (DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1ST 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

1

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NOV 23 1965 SP*6470-734

FOR FILING

1-5-1(52)-4

6.11

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 9, 1965

To: Mr. F. B. Klaboe
O F F I C E

SUBJECT: Colestine Road, Jackson County
(Siskiyou Station-Siskiyou Summit Section
of Pacific Highway)

Attached please find request from Jackson County Court to repave Colestine Road with asphaltic concrete.

All pertinent data is attached in order that your office may make a proper determination regarding the County's request.

Attached are the following:

(1) Copy of request letter.
(2) Copy of agreement.
(3) " " County correspondence (Nov. 7, 1963).
(4) " " County and City correspondence (Nov. 20, 1963).
(5) " " teletype (November 15, 1963).

The section of Colestine Road involved is 4000 feet in length. Should 1-1/2" of A.C. be placed 22' in width, approximately 884 tons of A.C. is involved. This figure includes 10% allowance.

H. S. Cox
County and City Engineer

HSC:mm
Att.

Approved 11/23/65
F B Klaboe
Asst. State Hwy. Engr.

copy to C O X
11-23-65

NOTED
F. B. KLABOE

RECEIVED
NOV 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

JACKSON COUNTY COURT

Dept { Hwy # 1, Jackson Co
Siskiyou Station, Siskiyou Summit
Celestine Road

JACKSON COUNTY COURT HOUSE
MEDFORD, OREGON

November 3, 1965

Mr. H. S. Cox
County and City Relations Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Cox:

NOTED
DON HARWOOD

Referring to a letter addressed to you dated November 7, 1963, and your reply dated November 20, 1963, and to the agreement between the Oregon State Highway Department and Jackson County, it is the feeling of the County Court that the portion of the Colestine Road as constructed by the State Highway Department should be paved with asphaltic concrete by the Highway Department.

The original agreements concerning this portion of the Colestine Road were that this road would be constructed to the same standards as the Mt. Ashland Ski Road constructed by the U. S. Forest Service.

It is the desire of the County Court that the Highway Department review this matter and, if possible, arrange for pavement with asphaltic concrete at the earliest possible date.

JACKSON COUNTY COURT:

County Judge

County Commissioner

County Commissioner

op

...ERS
...SON, CHAIRMAN
... FRIDLEY, MEMBER
...MPSON, MEMBER
...QUERY, SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 20, 1963

Jackson County Court
Courthouse
Medford, Oregon

Gentlemen:

Enclosed is a revised copy of Sheet 2B of the project plan for the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County.

As per your letter of November 7, the State will construct the relocated portion of the Colestine Road to the same standards as the Forest Service is constructing their portion of the same road.

If we may be of further assistance, please let us know.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Engineer

DNH:mm
Encl.

cc: Lloyd Shaw
D. J. Barbee
Frank Hall

CONSTRUCTION DIVISION
NOV 20 1963
RBPE

1-9-5.

ON RSB 231 11-15-63 8 52

GEORGE WILLS -

RE YOUR TT NO 83 RE COLESTINE ROAD

HALLER ADVISES FOREST SERVICE DESIGN IS 22' OIL OR AC WITH TWO FOUR FOOT SHOULDERS - TOTAL 30: PRELIMINARY BASE 6" CRUSHED ROCK. FINAL BASE AND WEAR DESIGN NOT YET ESTABLISHED.

OUR CONNECTION DESIGN IS 20' OF O-11 WITH 4' SHOULDERS. TOTAL FINISHED WIDTH 28'

BASE AND WEAR 9-1/2" BOTTOM BASE ROCK
2" LEVEL COURSE

NO BINDER

L. R. CHANDLER
LF

11 15 63

JACKSON COUNTY COURT HOUSE
MEDFORD, OREGON

November 7, 1963

CONSTRUCTION DIVISION
RECEIVED
NOV 12 1963

RECEIVED
NOV 12 1963
ENGINEER
COUNTY & CITY DIVISION

Mr. H. S. Cox
County and City Relations Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cox:

Enclosed find two copies of Agreement regarding construction of the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway. Both copies have been signed by the Court and attested by the County Clerk.

It is the understanding of the County Court of Jackson County that the portion of Colestine Road which is to be relocated by the State and as shown in orange on the map marked Exhibit A with the attached Agreements is to be constructed to a stardard equal to the standard to which the Mt. Ashland Ski Road is being constructed by the U. S. Forest Service. The Mt. Ashland Road adjoins this relocated portion of the Colestine Road at its westerly end. This matter was brought up at the public hearing for this section of the Pacific Highway, and it was stated at that time the State would consider this; however, it is not so stated in the Agreements enclosed.

The County Court has executed the enclosed Agreements subject to the condition that the State will construct the relocated portion of the Colestine Road to the same standards as the Forest Service is constructing their portion of this same road.

JACKSON COUNTY COURT:

E. A. Wm. Wallgren
County Judge

County Commissioner

E. Dahlen
County Commissioner

TO
Wills

Shaw
Barbee
Hall

op

RECEIVED
JAN 4 - 1966
7-1(52)04
FOR FILING

Form CD-121 (11-63) (Prep. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

KLABOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

1.360

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 17, 1965

In reply refer to: 08-35-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

A.W. Parsons

SUBJECT: Oregon Project I-5-1(52)04
Siskiyou Station - Siskiyou Summit Section
Pacific Highway
Request for Approval of Time Extension

All data pertinent to the subject request for an extension of the contract completion date as submitted under Mr. Rohde's letter of December 6, 1965 has been reviewed. The Bureau of Public Roads does not contest the legal aspects or the basis for justification due to substantial overruns in contract work. We do object to the contract provisions entitled "Completion Time Limit", specifically deleting the portions of the Supplemental General Provisions providing for extensions of contract time.

We concur in your recommendation that the completion date for this project be extended from May 1, 1965 to July 22, 1965.

Copy sent
REFERRED TO
Young - Bond - Bogen - Rohde - Mason
By Asst. State Hwy. Engr.
1-3-66

RECEIVED
DEC 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 14 1965
FOR FILING

SISKIYOU STATION-SISKIYOU SUMMIT SECTION -- SUMMARY
Contract No. 6360
Contractor: Slate Hall

6360

1. Contract Awarded: November 22, 1963

2. Specified Completion Date: May 1, 1965

3. Actual Completion Date: July 22, 1965 = 57 penalty days
@ $420/day = $23,940 liquidated damages.

4. Major Items:

		Contract Quantity	Actual Quantity	
Embankment Foundation Exc.,	C.Y.	122,000	1,097,205	800% Over
Gen. Exc., Unclassified	C.Y.	3,480,000	4,049,437	16.4% Over
Long Overhaul	C-Yd. Sta.	760,000	991,033	30.4% Over
12" Perf. Metal Drain Pipe	Lin. Ft.	3,340	8,674	159.7% Over

Approximately 558,000 C.Y. of the Embankment Foundation Excavation was wasted, requiring a like amount of additional General Excavation.

		Final Cost	
5. Contract Amount =	$3,511,984	$4,847.151	38% Over
Time Over-run =			16% Over

Contractor made extraordinary effort to complete on time; flew over project in late winter and scattered ground up black rubber over frozen grading areas to try to speed heat absorption and thawing for earlier resumption of work.

12/13/65
The BPR has said uncle

NOTED
R. L. PORTER

JAB:bjm
12-7-65

"Grading
Siskiyou Station-Siskiyou Summit Section
Pacific Highway
Jackson County
November, 1963"

CLASS OF PROJECT

This project is a "Federal-Aid Interstate Highway Project" and is to be conducted in accordance with the federal regulations applying to that class of projects.

COMPLETION TIME LIMIT

The work to be done under the contract shall be completed in its entirety not later than May 1, 1965.

Modifying the provisions hereinafter set forth in the printed insert titled "Supplemental General Provisions" under the heading "Time for Completion of Work and Liquidated Damages", all paragraphs except the first will be deleted in their entirety and the following provisions substituted therefor:

The contractor shall complete the work called for under the contract in all parts and requirements on or before the date specified in an accompanying special provision.

It is agreed by the parties to the contract that, in case all the work called for under the contract in all parts and requirements is not finished or completed prior to the date called for in the contract, damage will be sustained by the State of Oregon, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the State will sustain in the event of and by reason of such delays; and it is therefore agreed that the contractor will pay to the State of Oregon as liquidated damages or the State, at its option, may deduct from any moneys due or to become due to the contractor from the State, the sum of $420.00 for each and every calendar day except Saturdays, Sundays and legal holidays subsequent to that date specified for the performance and completion of the work called for in the contract.

Siskiyou Station-Siskiyou Summit Section

If the contractor is unable to complete all work called for under the contract by the date specified in the special provisions due to strike or strikes, the contractor will be relieved of paying liquidated damages for an equivalent number of days during which he was unable to work due to said strike or strikes.

Payment of liquidated damages shall not release the contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the State's right to collect any additional damages which it may sustain by failure of the contractor to carry out the terms of his contract, it being the intention of the parties that said liquidated damages be full and complete payment only for failure of the contractor to complete the work on time.

Also, in said printed insert titled "Supplemental General Provisions ...", the provisions under the heading "Increase in Time for Performance of Contract" shall be deleted in their entirety.

Increase in Time for Performance of Contract

Temporary suspension of work and delays occasioned by errors or changes in the plans or quantities or specifications of the contract, failure of the State, its representatives and its other contractors to act promptly in carrying out obligations and duties, and failure of the State to submit the contract and bond to the contractor for execution within twenty (20) days of the date of receiving bids, shall be considered causes for increasing the number of workdays specified for the completion of the work, without assessment of liquidated damages, to the extent only that said causes actually increase the number of workdays required for completion of the work to be done under the contract.

Shortage or inadequacy of labor or equipment shall not be considered to be beyond the contractor's control, and delays resulting therefrom shall not be considered cause for increase in the number of workdays specified for the completion of the work.

In the event the contractor is prevented from completing the work to be done within the number of workdays specified for completion by reason of one or more of the causes set forth above only, the contractor may request the Highway Commission to increase the number of workdays specified for the completion of the work, without assessment of liquidated damages. The request shall be in writing, shall set forth in full the conditions which have delayed or prevented completion of the work, shall state the dates of the workdays during which prosecution of the work was actually prevented by such conditions, and shall be accompanied by the written consent of the surety to any increase in number of workdays which may be granted by the Commission. The decision of the Highway Commission as to whether and to what extent an increase in the number of workdays for completion of the work without assessment of liquidated damages shall be granted shall be final. No increase in the number of days specified for completion of the work shall be granted without assessment of liquidated damages unless a written request therefor has been submitted to the Commission by the contractor prior to the time specified for the completion of the contract.

RECEIVED
DEC 14 1965

OREGON STATE HIGHWAY DEPARTMENT

Dec. 10, 1965

Accounting Division	( )	Traffic Division	( )
Bridge Division	( )	Division Engineer, No. ___	( )
Construction Division	( )	Maintenance Division (Seeding & Mulching Sec.)	( )

Project No. I-5-1(52)04, Siskiyou Station-Siskiyou Summit Section, Contract No. 6360, Prefix 615-1011, is currently being finaled with the Bureau of Public Roads. It is necessary that Office Engineering knows if there is work yet to be done or if there are any delayed costs that should be charged to this prefix. Notification as to the status of the project must be received by December 31, 1965, so that the project can be finaled and the prefix cancelled. Your prompt reply is requested.

Note: The Division Office will be responsible for contacting the resident engineer currently in charge of the project area.

L. H. Young
Office Engineer

PH:ia

RECEIVED
DEC 9 - 1965
FOR FILING

I-5-1(22)A

6360

December 8, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed July 22, 1965, on Contract No. 6360. The contract was with Slate-Hall and was for grading on the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County.

As the contractor has completed all work according to specifications, I recommend that you accept the project on this date.

This will be presented to you for confirmation at the Commission meeting on December 14.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. M. Young
F. D. Morgan
C. M. Maison
L. R. Chandler

bg

DEPARTMENT
DEC 6 - 1965
FOR FILING
I-5-1(52)04
6360

December 6, 1965

Mr. Claude J. Miller
12299 Highway 99 South
Ashland, Oregon

Dear Mr. Miller:

At the start of our investigation into alleged damage to your home and well it was learned you had been contacted by the insurance company for the contractor, Slate-Hall Company.

It was important that this fact be determined since, by the terms of the contract provisions, responsibility for damages in matters of this kind lies with the contractor.

In this instance, we believe the contractor to be entirely reliable, and a fair and equitable agreement on settlement of damages can be reached by presenting the facts to him. At this time, we recommend you take this form of action.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. R. Chandler

GLD:bjm erb

FRED H. SLATE CO.
DRED. LTD.
P. O. BOX 7128
7805 S. W. 40TH AVENUE
PORTLAND, OREGON 97219
CHERRY 6-4217
AREA CODE 503

SKILL, INTEGRITY RESPONSIBILITY

E. C. HALL CONSTRUCTION CO.
11655 S. W. BARBUR BLVD.
PORTLAND, OREGON 97233
MERCURY 9-1116
AREA CODE 503

SLATE-HALL

GENERAL CONTRACTORS
7805 S. W. 40th Avenue
Portland, Oregon 97219

November 13, 1965

Siskiyou Station-
Siskiyou Summit
Contract 6360

Mr. L. R. Chandler
P. O. Box 1128
Roseburg, Oregon

Dear Mr. Chandler:

Regarding a damage claim by a private party on our Siskiyou Summit job.

Enclosed are two copies (2) of a letter written to Mr. Miller by our Insurance Co. To date there has been no further correspondence from him.

Yours very truly,

SLATE-HALL

James Leinbach

James Leinbach
Project Manager

JL:r
encls.

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Smith
Kuhn
Murdock
Trout
Scott
Wills
Lemmon
Pat

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NOV 12 1965
CONSTRUCTION
DIVISION

ROSEBURG DIVISION
RECEIVED
NOV 15 1965

Look up previous correspondence on this and transmit to proper party as an interim report.

Copy To Fred H. State

Great American Insurance Company

October 21, 1965

Claude J. Miller
12299 Highway 99 S
Ashland, Oregon

Dear Mr. Miller:

Your letter of October 14, 1965, addressed to "State & Hall Con't Co.", has been referred to this office for acknowledgment and reply.

When our first notice of your claim was received, we assigned this matter to the Medford office of the General Adjustment Bureau, and according to our report from them, they have been in touch with you on several occasions. However, to date you have never supplied them with an estimate for the repair of your property, nor have you made a specific demand upon them.

State-Hall is an honorable organization and would not deliberately damage your home or property. If you will state to us specifically what you want done, the matter will have our further attention.

Please do not construe this letter as an admission of liability in any sense upon the part of State-Hall or Great American Insurance Company

Yours very truly,

W. H. Gardner
Claims Manager

WHG/lb
cc: State-Hall
P. S. If your home is insured against loss by explosion, in order to expedite the matter, I suggest you refer this matter to your own insurance carrier, because you have paid them to take care of matters of this kind. We can then resolve the loss between us.

F.18054-25M-1-56

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NOV 19 1965
FOR FILING

Salem, Oregon 97310
November 18, 1965

Miller Complaint
File No. 12299
Highway 99S to
Ashland Section

Mr. F. D. Morgan
Construction Engineer
B U I L D I N G

Attention: Mr. G. L. Decker

On November 1 we directed a letter to Mr. Miller advising him that we would make an investigation and communicate with him further with regards to the alleged damage to his home and well.

Please advise me what the investigation showed and rough draft another letter to Mr. Miller stating your conclusions.

F. B. Kloboe
Assistant State Highway Engineer

FBKiarb

cc: Mr. Victor D. Wolfe

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NOV 2 - 1965
FOR FILING
I-5-1(52) c4
6360

29

November 1, 1965

Mr. Claude J. Miller
12749 Highway 99 South
Ashland, Oregon

Dear Mr. Miller:

Reference is made to your letter of October 14 directed to the State-Hall Construction Company and the Oregon State Highway Commission re alleged damage to your home and well.

We have instructed that our Division Office in Roseburg make a complete and factual report on this matter. It is possible that you will have been contacted before you receive this letter.

At the conclusion of this investigation, there will be further communication with you re this subject.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. E. Klabuo
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Victor D. Wolfe
Mr. F. D. Morgan
Mr. L. R. Chandler (Encl. - Please expedite.)

GLD:bjm VDW:sw srb

FORM E-30 50M 7-44 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 25, 1965

SUBJECT: Complaint
Mr. Claude J. Miller
Ashland, Oregon
Assignment FBK - 209 (interim)

To: F. D. Morgan
Construction Engineer
Salem, Oregon

Attention: John Bond

We have investigated the complaint letter directed to the Chairman of the State Highway Department by Mr. Claude J. Miller, 12299 Highway 99 South, Ashland. Mr. Miller lives easterly of the old highway near the Siskiyou Summit Restaurant. This home for purposes of identification is adjacent to the area occupied by Heintz and Kizer during their construction of the Siskiyou - California Line Section. Mr. Wil Robertson, Assistant Resident Engineer, has contacted Mr. Miller and gone through his house viewing the alleged damages. Mr. Robertson reports this is a three story house, wood floors, concrete block walls; the outside of this building is stocco and is completely plastered inside. Many cracks are in evidence. Mr. Miller also alleges that the well which was used during the promotion of the Centennial to supply a tourist attraction for considerable numbers of tourists of 1959 was pulled down to zero several times this summer. Mr. Miller had made a complaint according to Mr. Robertson, to the Slate - Hall people and has received no clear evidence of their interest in the problem.

Mr. Leonard Runkle of the Slate - Hall Company was then contacted in Portland and he reports that their insurance carrier has contacted an adjustment bureau in Medford and that these adjustment people have viewed the property and sent a letter to Mr. Miller stating that they have not received any claim stating particulars. The Slate - Hall people assure us that they will do everything in their power to satisfy this claim if it is found they are responsible. The insurance company for Slate - Hall even went so far as to suggest Mr. Miller contact his own insurance company if he has explosive coverage in order that it may be expeditiously cleared and then settlements worked out between the insurance carriers. The provision, of course, contains a statement that if they are proven responsible.

We will provide a more comprehensive report later.

J. B. Boyd
Assistant Division Engineer

JBB:crd
cc: Bill Brown

Ashland,Ore

IO-I4-65

1376

OCT 19 65

Slate & Mall Con't Co.,
OregonState Hwy Comm;

Lack of attention by responsibe parties of the Slate & Mall Construction Co; And the Oregon State Highway Comm

I find it necessary for the third time to present a complaint,Account of the abovedmentioned parties destroying my home-And effecting the water supply of my drilled well

With the exception of the heavy blasting done by Slate & Mall,My stand has been that the state of Ofe planned the work,And issued a bid by specification,Which outlined the states requirements,And by such being followed by the suedessful contractors

It resulted in the damaging of a new concrete block home,And a good producing water well
The only endeaverment that has been made for adjustment is by me requesting it,All else has been buck passing,That goes for the State and contractors

Now I want the house and well as was,Can this be done without taking it to court

My personal opinion of both is that you think you have got a right to do as you please and the he'll with any justice

Let us put a time limit-OF-3- II-I-65-Nothing done we go to court for settlement

Respectfully
Claude J. Miller
12299-Hwy 99 S
Ashland,Ore

Routing

Bond
Barbee
Wahner W
Glenn
Swan

RECEIVED
OCT 20 1965
CONSTRUCTION
DIVISION

RECEIVED
OCT 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-1 REV 12-64

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

	SECTION: Siskiyou Station - Siskiyou Summit	WEEK ENDING: Sept. 18, 1965
		SECTION PREFIX: 615-1011-
	HIGHWAY: Pacific	COUNTY: Jackson
NAME OF JOB: Siskiyou Sta. - Siskiyou Summit	KIND OF WORK: Grading	
CONTRACTOR: Slate-Hall	CONTRACT NUMBER: 6360	FEDERAL AID PROJECT NUMBER: I-5-1(52)04
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: December 4, 1963	~~ESTIMATED~~ COMPLETION DATE: July 22, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE: May 1, 1965	PERCENT OF TIME ELAPSED through July 22, 1965.... 116.2%
Increased PROJECT AUTHORIZATION: $5,199,230.00	ENGINEERING AUTHORIZATION: $260,000.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%
EXCLUSIVE OF ENGINEERING: $4,939,230.00	ENGINEERING COST TO DATE: $236,303.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100%
ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING: $5,099,505.76		DATE PROJECT WAS COMPLETED: July 22, 1965
ESTIMATED PERCENT ~~OVERRUN~~: 3.2%	PERCENT OF revised AUTHORIZATION: 90.9 %	

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L PROD		
	. . .	All Items 100% Complete		. . .			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.22	1.07		1.07	
MILES PARTIALLY COMPLETED					
MILES COMPLETED	2.22	1.07		1.07	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,480,000	8,500		56.0	
TOTAL QUANTITIES CORRECTED TO DATE	4,049,440	13,830		70.9	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	4,049,440	13,830		70.9	
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: None.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	Fair			
TUESDAY	Fair	Project Completed		
WEDNESDAY	Fair			
THURSDAY	Fair			
FRIDAY	Fair			
SATURDAY				

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	No activity.
TUESDAY	No activity.
WEDNESDAY	No activity.
THURSDAY	No activity.
FRIDAY	No activity.
SATURDAY	

REMARKS

The Semi-Final Estimate was given to John Quiner II, Ass't. Div. Eng'r., Sept. 16, 1965, for delivery to Division Office.

This is the final Weekly Report.

SIGNED H H Robertson LOCATION Ashland

Bill E. Brown, Res. Eng'r.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
AUG 17 1965

August 16, 1965

Slate-Hall
7805 S. W. 40th Ave.
Portland 19, Oregon

Dear Sir:

Final inspection has been made on the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County, Contract No. 6360, FA Project I-5-1(52)04.

The contract work has been satisfactorily completed, and will be recommended to the State Highway Commission for acceptance upon receipt of your PR-47 Materials Report.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Fred Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Fred Klaboe
C. H. Maison
F. D. Morgan
L. H. Young

VG:cd

RECEIVED
AUG 3 - 1965
FORM E-30 6M 3-65 BP*6470-784
FOR FILING
I-5-1(52)04
6360

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 26, 1965
Salem, Oregon

SUBJECT: Slides on I-5
Construction in Siskiyou Mountains

To: Mr. F. B. Klaboe
Assistant Construction Engineer

BUILDING

As requested, an inspection of the I-5 construction from South Ashland to the California Line was made on July 14 and 15 for the purpose of determining slide conditions and adequacy of construction. This inspection was made in company with R. J. VanCleave, Division Soils Engineer, Jack McCormick, Resident Engineer, and Bill Brown, Resident Engineer.

Foundation problems under the tremendous fills on this section were anticipated. Heroic efforts were employed (see copy of attached letter to BPR re - overrun in embankment foundation on Siskiyou Station-Siskiyou Summit Section) to assure stable fill foundations. At the time of inspection all completed or partially completed fills appeared to be stable, with some vertical settlement (several inches) in evidence which was attributed to consolidation.

Cut failures have been relatively minor and I believe have been or will be adequately handled.

A review, section by section, as observed at the time of inspection, is as follows:

SOUTH ASHLAND INTERCHANGE-WALL CREEK, Contract No. 6241, Peter Kiewit Sons' Co., Contractor - 1,776,000 cu. yds. Exc.

Grading and surfacing completed. Minor fill settlements withstood epic floods in good shape. To the left of Station 290 near the toe of a fill slope some sluffing of slope has occurred. This will be corrected by a rock inlay. Depth to solid 5 to 6' -- the sluffing area is outside the main embankment foundation area which had been sub-excavated, and does not effect the integrity of the main fill.

REFERRED TO
Cooper - info only.
BY ASST. STATE HWY. ENGR
WSK.

NOTED
FORREST COOPER

WALL CREEK-SISKIYOU STATION, Contract No. 6454, Slate-Hall, Contractor - 1,791,000 cu. yds. Exc.

Extensive embankment foundation preparation at all locations. This work in progress at time of inspection at Stations 412 and 471 on left. Corrective measures and type of construction are considered thorough and adequate. A cut slide on the right of Station 470 to Station 480 has been repaired satisfactorily.

SISKIYOU STATION-SISKIYOU SUMMIT, Contract No. 6360, Slate-Hall, Contractor - 3,502,000 cu. yds. Exc.

This grading project completed and accepted by BPR on July 22. Some one million cu. yds. of embankment foundation excavation has apparently produced stable fills. While not apparent from observation the fill at Station 630 has been checked for 4 inches of consolidation settlement. To the left of Station 542, again outside the foundation excavation area and main fill, cracks were observed in a waste material area. VanCleave will check foundation conditions before corrective measures. Considerable grading remains to be done to complete the Siskiyou Interchange complex. This work is a part of the Peter Kiewit Sons' surfacing project. Very unstable conditions are obvious here. The problems will be handled based on previous experience.

This section includes the summit cut. Spalling of slopes can be expected here due to nature of material. No major failure is expected.

SISKIYOU SUMMIT-CALIFORNIA LINE, Contract No. 6386, Heintz-Kizer, Contractors - 7,306,100 cu. yds. Exc.

At the time of inspection an estimated 80,000 to 100,000 cu. yds. of excavation remained northerly of Bear Creek. Southerly of the Bear Creek fill grading had been virtually completed. In the fill at Station 750 a settlement of some 12 inches had been restored to grade during finishing operations and the fill now appears "set". The Bear Creek fill was completed to the last few feet. Embankment foundation here was carried to solid, and the fill should remain stable. Minor cut failures were encountered and effectively handled.

The work on this entire section has been referred to as spectacular. Certainly it is tremendous. (Plan quantities of 14,485,000 cu. yds.) It appears at this time the pre-construction planning and on-the-job handling of problems has produced a satisfactory product.

F. D. Morgan
Construction Engineer

By G. L. Decker

G. L. Decker
Assistant Construction Engineer

RECEIVED
JUL 27 1965
OFFICE OF
STATE HIGHWAY ENGINEER

GLD:bjm
Attachment
cc: L. R. Chandler
Jack McCormick
Bill Brown
R. J. VanCleave

NOTED
F. B. KLABOE

FORM E-123X BOM 9-64
RECEIVED
MAR 1 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 26, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Oregon Project I-5-1(52)04
Siskiyou Station-Siskiyou Summit Section
Pacific Highway
Contract No. 6360

Dear Sir:

You have requested additional supporting data covering Price Agreement No. 2, Embankment Foundation Excavation, and Price Agreement No. 6, Borrow Excavation, on the subject project.

Also requested was an explanation of how the developed need for the large overrun in foundation excavation was overlooked during design and what characteristics of the excavated material rendered it unsuitable.

A lengthy and detailed investigation has been made. This included a review of the original thinking in construction of the heavy work contemplated in this known problem area, a recheck of typical sections against plan and actual quantities, along with the impact of an extremely complex geologic structure.

The methods set up and employed for stabilizing the embankment foundations on this project are the same methods which have proven to be successful on other heavy work in Division 3. Three steps have been found necessary and considered to be of vital importance.

1. To remove all in-place foundation materials not capable of supporting the loads to be imposed upon them.

2. Stripping and benching of sloped foundation areas to secure a good bond between the embankment and foundation and avoid creating a built in "slip plane".

3. Installation of required sub-drainage exposed by steps 1 and 2, this to avoid saturation and failure of embankment.

E. P. SHAW

The need and importance of this type construction was recognized and stressed both during the location and construction phases, not only through this section but the entire section from Ashland to the California line. Experience with the existing facility gave ample evidence that the residual mantle soils required removal beneath fills 30 feet or less in height. An analysis was made of existing failures. The shear strength of the clay zone failures ranged from 450 to 650 pounds per square foot. Planned fills at various locations along this section would impose shearing forces from 700 pounds per square foot to as high as 2,000 pounds per square foot. The failures along the old existing highway characteristically had ground water somewhere within the problem area. It was apparent the failure zone was near the contact of the clayey residual or deposited materials and the parent volcanic sedimentary bed rock.

In an attempt to predetermine the subsurface conditions, a variety of exploration methods were employed. Core drilling, auger drilling, backhoes, bulldozing, standard penetration tests and geophysical methods were used. Recommendations from these explorations resulted in the Embankment Foundation Excavation typical sections shown on Sheet 2-C for this project. Our study shows that where the plans call for 110,892 cubic yards of embankment foundation, the typical section shown would require 323,234 cubic yards. The inadvertent omission of this amount from plan quantities would account for part of the overrun in this item. However, as construction progressed, it was found necessary to considerably exceed the limits of the typical sections.

Complete accuracy in forecasting underground conditions is difficult under any conditions. Continuity of structure and homogeneous layers simplify the problem. The geologic unit crossed by this project provided none of this. It is a series of volcanic sediments, intrusives and flows. Volcanic sediments as a group are described as water and air deposited pyroclastics. The can be observed in the cut sections as breccias, tuffs (mudstones) and volcanic ash. The tuffs are consolidated fine grained pyroclastics. The breccias are consolidated coarse grained angular pyroclastics. The volcanic ash has weathered to bentonitic clay and the overburden accumulation is composed mainly of this material. The intrusives and flows are basaltic and can be observed near the summit.

Directly to the north and west of the Siskiyou Interchange is a granite intrusives. The coarse grained granite forming minerals have altered along their surfaces to leave a granite-sand overburden to depths of thirty feet. This cohesionless sand sediment washes easily on steep slopes. An alluvial fan was encountered in the interchange area which included layers of unsorted granite sand, volcanic clay, reworked gravels and silt.

The geologic features encountered, intermingling and irregular deposition of the various materials, varying degrees of induration in the mudstones, deceptive hard layers underlain by soft saturated materials, irregular erosion features subsequently refilled and masked by land slide debris and volcanic ash combined to form extremely complex foundation conditions. The most exacting exploration methods would be required to predetermine actual soil and ground water conditions.

From the beginning the embankment foundation excavation exposed conditions not clearly anticipated from the explorations. It is believed that laying the bedrock bare was required and justified in all instances.

Throughout the Siskiyou Interchange embankment area the mixed granite sand and soil deposits were lenticular rather than wide homogeneous layers. Perched water tables in the granite lenses were exposed. Some of the more permeable layers were sufficiently interconnected to form underground streams. Here embankment excavation was carried as far as 30 feet below original ground. Some 240,000 cubic yards were removed with 160,000 cubic yards wasted.

Between Stations 533 and 572 some 370,000 cubic yards were removed with 133,000 cubic yards wasted. At Station 563 one of the early embankments failed between two firm surfaces having no significant color or textural differences. Such a condition would lead to erroneous assumptions from less than unusually extensive preconstruction investigations. After failure the embankment area was checked to determine positive depths to firm foundation.

From 612 to 634, south of the summit, landslide debris characterized a large portion of the embankment foundation excavation. The transported overburden is derived from rock falls or landslides composed of residual soils, lava rock blocks, blocks of volcanic sedimentary rock and wet bentonitic clay. Also hard beds of a few feet thick were seen to cover soft weak clays. The contour of the foundation rock exposed was very irregular with vertical faces of twenty to thirty feet exposed. At Station612 excavation was carried to depths of 35 feet below original ground; 120,000 cubic yards were removed of which some 76,000 cubic yards were wasted. At Station 630, across the toe of the old U.S. 99 Siskiyou Summit slide excavation was carried to depths 60 feet below original ground. Some 390,000 cubic yards were removed and 189,000 cubic yards were wasted.

The above will explain the reasons for the large overrun in Embankment Foundation Excavation.

The wasting of material was for two reasons: (1) The top 2 or 3 feet of embankment foundation material was high in organic content, and highly plastic. It was considered unsuitable for embankment construction. (2) The lower wet layers of material were utilized only when the material could be safely mixed with dry, rocky material. In all instances where this wet material could not be safely incorporated into the embankments, it was wasted as per the instructions of the Special Provisions.

Borrow Excavation was required to make up deficiencies resulting from the extensive embankment foundation excavation and the wasting of substantial quantities of this excavation.

We trust this supplies the additional supporting data requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

GLD:fp
cc L. P. Shaw
L. H. Young
L. R. Chandler
Ed Johnsen
Don Haller

FORM E-123X 50M 2-65

RECEIVED
AUG 5 - 1965

STATE COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 23, 1965

I-5-1(52)04
6360

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 22, 1965, on Contract No. 6360, Siskiyou Station-Siskiyou Summit Section, in Jackson County, in connection with Federal-Aid Project No. I-5-1(52)04.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. F. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date: 8-2-65

Conditions noted on above date:

Final inspection of the project was made on July 14, 1965. The work remaining at that time consisted of minor cleanup, seeding and mulching of bare spots, and minor fence work to complete the fencing. This work was in progress at the time, and it was estimated it would be completed within a week. When the Resident Engineer advises that this work is done it will be considered as satisfactorily completed.

By: M. E. Martin
District Engr, BPR

A. W. Parsons
Division Engineer

RECEIVED
AUG 1965
OFFICE OF

REFERRED TO
Young - Brogan
BY ASST. STATE HWY. ENGR.
8-5-65

FORM E-123X 50M 2-65

RECEIVED
JUL 16 1965
FEDERAL AID

COMMISSIONERS:
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID H. STIMSON, MEMBER
PORTLAND

I-5-1(52)04
6211

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 14, 1965

Western Union Telegraph Company
125 - 12th Street
Oakland, California

ATTENTION: Mr. F. L. Sulloway

Re: X-Permit
Siskiyou Sta.-Siskiyou Summit Section
Pacific Highway - Jackson County
Project No. I-5-1(52)04 - Contract 6360
YOUR FILE: 562-64 Siskiyou, Oregon

Gentlemen:

We are in receipt of your invoice No. 6212G in the amount of $11,318.91 for work performed by you on this project.

Further processing of this bill must await our receipt of two executed copies of the "X-Permit" submitted to you with Mr. Hagemann's letter of October 8, 1964.

As explained in more detail in Mr. Hagemann's aforementioned letter, this is the most practical way of meeting the Bureau of Public Roads' requirement that all existing easements within the access control lines of Interstate Projects be extinguished, and that any authorized encroachments on Interstate right of way be under permit with provisions for access control from the main travelled way.

Your attention is again directed to Special provisions 1 and 2 on page 4 of this permit which provides that the Highway Commission will reimburse Western Union for any moves required by the Commission and that Western Union release its rights to enter and occupy any private easements held within the access control lines of the project.

This system has been in use by the State for over a year and has been accepted by major Utilities as a satisfactory means of extinguishing their easements on Interstate right of way while granting the company the right to occupy Interstate right of way and protecting the company from the expense of future adjustments requested by the State.

Please review this permit and, if satisfactory, have the appropriate officials sign both copies and return to Mr. Hagemann's office.

Should you have any further questions regarding this matter, please contact this office.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: F. B. Klaboe
C. H. Maison
G. W. Ross

NOTED
F. B. KLABOE

RECEIVED
JUL 15 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form 3310 A

[illegible], Tex
Dec 21, 1965 19

BILL No. 6-212-G

SHEET No. 1

FOR FILING
I-5-1 (52) 04
State of Oregon
State Highway Dept.
6360 Salem, Oregon 97310

THE WESTERN UNION TELEGRAPH COMPANY
(INCORPORATED)

PLEASE DRAW CHECK TO THE ORDER OF THE COMPANY AND MAIL IT TO

Cashier - San Francisco, Calif.
TO WHOM ANY CORRESPONDENCE WITH REFERENCE TO THIS BILL SHOULD BE ADDRESSED

Project: 20-0562-64 Siskiyou, Oregon
State Proj. Nbr. 1-5-1 (52) 04 Contract #6360.
Permanently relocating and totally reconstructing a
0.41 mile section ofour Roseville - Portland line
of the Southern Pacific route at Siskiyou, Oregon
due to highway improvements.

PARTIAL BILLING

Starting Date Sept. 29, 1964
Completed Date Nov. 10, 1964

PRELIMINARY ENGINEERING
AND INSPECTION

Insp. J.C. Britten			
Nov 5-19, 1963	80 Hrs.@ 3.37	269.60	
March 2-5, 1964	32 Hrs.@ 3.37	107.84	
May 18-26, 1964	40 Hrs.@ 3.37	134.80	
Est Clk. A.F. Oliwicke			
April 18-23, 1964	28 Hrs.@ 2.8522	79.86	
Est Clk. W.A. Schwiebert			
April 13, 1964	7 Hrs.@ 3.3846	23.69	
			615.79
Supervision 20%			123.16
Public Liability & Property Danage Ins 1%			6.16
SS Taxes:			
1963 73% of 269.60 = 196.81 x 8.025%			15.79
1964 73% of 346.19 = 252.72 x 7.825%			19.78
OTHER EXPENSE:			
Insp. Brittens expenses		167.96	
Brittens Car 152 Hrs @ 1.25		190.00	
			357.96

LABOR

Genl. Fms. G.R. Tenborg			
Feb. 5,6, 10,& 11, 1964	32	Hrs.@ 3.1338	100.28
Mar. 2-4, 1964	24	Hrs.@ 3.1338	75.21
Sept 23, 29, & 30, 1964	24	Hrs.@ 3.2775	78.66

Form 3310 A

Dallas, Texas
June 15, 1965 19

BILL No. 6-212-G

SHEET No. 2

State of Oregon

THE WESTERN UNION TELEGRAPH COMPANY
(INCORPORATED)

PLEASE DRAW CHECK TO THE ORDER OF THE COMPANY AND MAIL IT TO

Cashier - San Francisco, Calif.

TO WHOM ANY CORRESPONDENCE WITH REFERENCE TO THIS BILL SHOULD BE ADDRESSED

Oct. 1-16, 1964	72Hrs@ 3.2775		235.98	
Nov. 2, 3&6, 1964	24Hrs@ 3.2775		78.66	
Fmn J.D. Walton & Crew				
Sept. 29&30, 1964	80Hrs@ 2.69		215.20	
Subsistence	80Hrs.@2.01		160.80	
Oct 1-31, 1964	875Hrs@ 2.74		2,397.50	
Subsistence	875Hrs@ 1.67		1,461.25	
Nov. 2-10, 1964	287Hrs@ 2.76		792.12	
Subsistence	287Hrs@ 2.26		648.62	
Mtnce Forces				
Sept 15, 1964	32Hrs@ 4.64	148.48		
			6,392.76	
Supervision 20%			1,278.55	
Public Liability & Property Damage Ins. 1%			63.93	
S.S. Taxes				
73% of 6,392.76 = 4,666.71 x 7.825%			365.17	
OTHER EXPENSE:				
Tenborgs Expenses		330.89		
Tenborgs Car	168Hrs@ 1.25	210.00		
Misc. Expense		130.88		
Truck 8032 (2½T)	244Hrs@ 2.75	671.00		
Truck 80 42 Jeep w/w	240Hrs@ 2.00	480.00		
Mtnce Truck	8Hrs@ .08	.64		
Blue Prints		17.50		
Cal-Ore Machinery Co. INV F4907 (Rental of Air Comp.)		6.95		
Cal-Ore Machinery Co. INV F4316 (Rental of Air Comp.)		232.00		
			2,079.86	
AMOUNT DUE				$11,318.91

BL413

LINE FORCE - WEEKLY WORK REPORT

CODE _____ (DO NOT FILL IN)

WEEK ENDED Nov 14, 1964 FOREMAN J O Walton

WORKED THIS WEEK BETWEEN A S Bland MP 716 AND Sicklyville MP 406 EST NO. 0562-64

	WORK PERFORMED	LOCATION	HOURS WORKED S	M	T	W	T	F	S	TOTAL	LOCATION		UNITS MEAS.	S	M	T	W	T	F	S	TOTAL	
POLE WORK	POLES SET											1	ea.									1
	ANCHORS SET											2	ea.									2
	GUYS ATTACHED											3	ea.									3
	CROSSARMS ATTACHED											4	ea.									4
	DISTRIBUTING POLES, ARMS											5	—									5
												6										6
												7										7
WIRE WORK	[illegible]											8	mi.									8
												9	ft.									9
												10										10
CABLE WORK	[illegible]											11	ft.									11
	[illegible]											12										12
	[illegible]											13	ea.									13
	[illegible]											14	ea.									14
	[illegible]											15	—									15
												16										16
REMOVALS & RETIREMENTS	POLES TAKEN DOWN				4					4		17	ea.			18					18	17
	WIRE REMOVED				2					2		18	ea.		1	4					4	18
	CROSSARMS REMOVED				4					4		19	ea.			40					40	19
	CROSSARMS RE-ATTACHED											20	ea.									20
	WIRE REMOVED, KIND Gal											21	mi.									21
	WIRE TRANSFERRED*				3					3		22	mi.									22
	CABLE TAKEN DOWN, AERIAL Pr.				2					2		23	ft.									23
	CABLE REMOVED, UNDG Pr.											24	ft.									24
	CABLE TRANSFERRED, AERIAL*											25	ft.									25
	BOXES REMOVED											26	ea.									26
	RECOVERING SALV. AND CLEANING R/W				6					6		27	—									27
												28										28
REPAIRS	POLES RESET - REINFORCED											30	ea.									30
	POLES TAKEN DOWN TO BE RESET											31	ea.									31
	POLES SET THAT WERE TAKEN DOWN											32	ea.									32
	POLES TRENCHED, MOVED, STRAIGHTENED											33	ea.									33
	CROSSARMS REATTACHED											34	ea.									34
	CROSSARMS REPAIRED											35	ea.									35
	WIRE TRANSFERRED OR RETIED											36	mi.									36
	SLACK PULLED											37	mi.									37
	CABLE TRANSFERRED											38	ft.									38
	TRIMMING											39	—									39
	Shipping work				5					5		40										40

WU DSM 4442 (R 6-64)

HOURS WORKED

		S	M	T	W	T	F	S	TOTAL
CONDUIT WORK	PAVEMENT REMOVED								
	TRENCH OPEN AND REFILL								
	DUCT LAY-WOOD								
	DUCT LAY PIPE								
	DUCT LAY TRANSITE								
	DUCT LAY FIBRE								
	PAVEMENT REPLACED								
	MANHOLES REBUILT, TYPE								
TUBE WORK									
WK FOR OTHERS	EXCL R.R. TELEG AND TELEPHONE								
	EXCL R.R. SIGNALS								
	OTHERS (DESCRIBE BELOW)								
	LOST TIME (DESCRIBE UNDER REMARKS)		40	10					50
	TOTAL		40	31					71

UNITS

	MEAS.	S	M	T	W	T	F	S	TOTAL
41	SQ YDS								
42	TR FT								
43	DUCT FT								
44	DUCT FT								
45	DUCT FT								
46	DUCT FT								
47	SQ YDS								
48	ea.								
49									
50									
51									
52									
53									
54									
55									
56									
57									

WORK PERFORMED FOR OTHERS

(Noncontract Telephone and Signal Work etc) Show name of Company, Location and Description of Work, List of Material Furnished by W.U. and Salvage Disposed of by W.U.

Daily lost time of Line Crew travelling to and from the work, from last to and including days

	S	M	T	W	T	F	S	Weekly Total
To Work		5	5					10
From Work		5	5					10
Daily Total Lost Time		10	10					20

PP:1894

REMARKS: 40HRS LOST TIME MONDAY NOV 9 RAIN

EXPLAIN OVERTIME, LOST TIME, ETC.

3HRS OVERTIME TUES DAY NOV 10. CLEANING R/W BEFORE POLE LINES WERE COVERED WITH SNOW

APPROVED

DIV. SUPT. LINES

AUTOMOTIVE EQUIPMENT

	HOURS S	M	T	W	T	F	S	TOTAL
R.R. EQUIPMENT								
WORK TRAIN								
CREW MOTOR CAR								
HAND PUSH CAR								
CONDUCTOR'S TIME								
FLAGMAN'S TIME								
W.U. EQUIPMENT								
CREW MOTOR CAR NO.								
HAND PUSH CAR NO.								
TRAILER NO. 2020								
AUTOMOBILE NO. 3[illegible]		3	2					5
AUTOMOBILE NO. 3[illegible]		3	2					10
RENTED EQUIPMENT	(SHOW USAGE, RATE AND COSTS UNDER "REMARKS")							

LABOR FURNISHED BY OTHERS - NO. MEN

NAME OF COMPANY	S	M	T	W	T	F	S	TOTAL
UNIT 2082		40	40					80
UNIT 2042		50	270					320

LINE FORCE - WEEKLY WORK REPORT

CODE (DO NOT FILL IN)

WEEK ENDED Nov 7 1964 FOREMAN J Dewaltner

WORKED THIS WEEK BETWEEN Ashland Ore M.P. 406 Fitz AND Siskiyou Ore M.P. [illegible] ESTIMATE JOB NO. 20- 0562-64

	WORK PERFORMED	LOCATION	HOURS WORKED S	M	T	W	T	F	S	TOTAL		UNITS MEAS.	S	M	T	W	T	F	S	TOTAL	
POLE WORK	POLES SET										1	ea.									1
	ANCHORS SET										2	ea.									2
	GUYS ATTACHED					5				5	3	ea.				5				5	3
	CROSSARMS ATTACHED										4	ea.									4
	DISTRIBUTING POLES, ARMS										5	—									5
											6										6
											7										7
WIRE WORK	[illegible]					4				4	8	mi.				0.12				0.12	8
	[illegible]										9	ft.									9
											10										10
CABLE WORK	[illegible]										11	ft.									11
	[illegible]										12										12
	[illegible]										13	ea.									13
	TERMINAL INSTALLED										14	ea.									14
	FITTING AND CONNECT TO [illegible]				1					36	15	-									15
											16										16
											17										17
REMOVALS AND TRANSFERS	POLES TAKEN DOWN										18	ea.									18
	GUYS REMOVED										19	ea.									19
	CROSSARMS REMOVED										20	ea.				2				2	20
	CROSSARMS ~~RE-ATTACHED~~ [illegible]				2					2	21	mi.				0.12				0.12	21
	WIRE REMOVED, KIND FE Ga.				5					5	22	mi.									22
	WIRE TRANSFERRED*										23	ft.									23
	CABLE TAKEN DOWN, AERIAL Pr.										24	ft.									24
	CABLE REMOVED, UNDG Pr.										25	ft.									25
	CABLE TRANSFERRED, AERIAL*										26	ea.									26
	WIRES REMOVED										27	-									27
	RECOVERING SALV. AND CLEANING R/W										28										28
											29										29
REPAIRS	POLES ~~RESET~~ - ~~REINFORCED~~				5					5	30	ea.				2				2	30
	POLES TAKEN DOWN TO BE RESET										31	ea.									31
	~~POLES SET THAT WERE TAKEN DOWN~~ [illegible]				2					2	32	ea.				8				8	32
	POLES TRENCHED, MOVED, STRAIGHTENED										33	ea.									33
	CROSSARMS ~~REATTACHED~~				1					1	34	ea.				2				2	34
	CROSSARMS REPAIRED										35	ea.									35
	WIRE ~~TRANSFERRED OR RETIED~~			6						6	36	mi.		3½						3½	36
	~~SLACK PULLED~~ [illegible]					36	30			66	37	mi.					3	1/2		6.12	37
	CABLE TRANSFERRED										38	ft.									38
	~~TRIMMING~~ [illegible]				1					1	39	-				2				2	39
	[illegible]				1					1	40	-				1				1	40

WU DSN 4442 (R 6-54)

HOURS WORKED — UNITS

		S	M	T	W	T	F	S	TOTAL		MEAS.	S	M	T	W	T	F	S	TOTAL	
CONDUIT WORK	PAVEMENT REMOVED									41	SQ YDS									41
	TRENCH OPEN AND REFILL									42	TR FT									42
	DUCT LAY-WOOD									43	DUCT FT									43
	DUCT LAY PIPE									44	DUCT FT									44
	DUCT LAY TRANSITE									45	DUCT FT									45
	DUCT LAY FIBRE									46	DUCT FT									46
	PAVEMENT REPLACED									47	SQ YDS									47
	MANHOLES REBUILT, TYPE									48	ea.									48
										49										49
TUBE WORK										50										50
										51										51
WORK FOR OTHERS	EXCL R.R. TELEG AND TELEPHONE									52										52
	EXCL R.R. SIGNALS									53										53
	OTHERS (DESCRIBE BELOW)									54										54
										55										55
	[illegible]		12	8	12	12	2		52	56										56
	[illegible]		12	12	10	12	10		216	57										57

WORK PERFORMED FOR OTHERS

(Contract: Telephone and Signal work etc) Show name of Company, Location and Description of work, List of Material Furnished by W.U. and Salvage Disposed of by W.U.

Daily lost time of Line Crew travelling to and from the work, from [illegible] and Daily Hours

	S	M	T	W	T	F	S	Weekly Total
To work		6	4	5	6	5		26
From work		6	4	5	6	5		26
Daily Total Lost time		12	8	10	12	10		52

REMARKS

EXPLAIN OVERTIME, LOST TIME, ETC.

APPROVED

DIV. SUPR. LINES

AUTOMOTIVE EQUIPMENT

	HOURS S	M	T	W	T	F	S	TOTAL	
R.R. EQUIPMENT									
WORK TRAIN									
CREW MOTOR CAR									
HAND PUSH CAR									
CONDUCTOR'S TIME									
FLAGMAN'S TIME									
W.U. EQUIPMENT									
CREW MOTOR CAR NO.									91
HAND PUSH CAR NO.									92
TRAILER NO. 8036									93
AUTOMOBILE NO. 8032		8	8	8	8	8		40	94
AUTOMOBILE NO. 8042		8	8	8	8	8		40	95
									96
									97
									98
RENTED EQUIPMENT	(SHOW USAGE, RATE AND COSTS UNDER "REMARKS")								

LABOR FURNISHED BY OTHERS - NO. MEN

NAME OF COMPANY	S	M	T	W	T	F	S	TOTAL
unit 8032		25	50	25	30	40		170
unit 8042		90	35	25	25	25		200

CODE _____ (DO NOT FILL IN)

LINE FORCE - WEEKLY WORK REPORT

WEEK ENDED 12 31 64 FOREMAN J D WALTON

WORKED THIS WEEK BETWEEN ASHLAND AND M.P. 402 AND SUSQUEHANNA M.P. 466 EST. NO. POLES 4

	WORK PERFORMED	LOCATION	HOURS WORKED S	M	T	W	T	F	S	TOTAL	LOCATION		UNITS MEAS.	S	M	T	W	T	F	S	TOTAL	
POLE WORK	POLES SET											1	ea.									1
	ANCHORS SET											2	ea.									2
	GUYS ATTACHED				18					18		3	ea.			20					20	3
	CROSSARMS ATTACHED			12						12		4	ea.		1						1	4
	[redacted] POLES			2						2		5	—		1						1	5
	[redacted]			4						4		6			4						4	6
	[redacted]			6						6		7			4						4	7
WIRE WORK	WIRE STRUNG, KIND Ga.											8	mi.									8
												9	ft.									9
												10										10
CABLE WORK	CABLE ERECTED, AERIAL Pr.											11	ft.									11
	CABLE INSTALLED, UNDG. Pr.											12										12
	BOXES INSTALLED, KIND											13	ea.									13
	TERMINALS INSTALLED											14	ea.									14
	TESTING AND CONNECTING											15	—									15
												16										16
REQUIREMENTS *DEPT. UNDER "PAIRS" ALL TRANSFER WORK NOT CAUSED BY RETIREMENT OF PLANT	POLES TAKEN DOWN											17	ea.									17
	GUYS REMOVED											18	ea.									18
	CROSSARMS REMOVED											19	ea.									19
	CROSSARMS RE-ATTACHED											20	ea.									20
	WIRE REMOVED, KIND Ga.											21	mi.									21
	WIRE TRANSFERRED*											22	mi.									22
	CABLE TAKEN DOWN, AERIAL Pr.											23	ft.									23
	CABLE REMOVED, UNDG Pr.											24	ft.									24
	CABLE TRANSFERRED, AERIAL*											25	ft.									25
	BOXES REMOVED											26	ea.									26
	RECOVERING SALV. AND CLEANING R/W											27	—									27
												28										28
REPAIRS	POLES [redacted] Replaced 2			2						2		30	ea.		2						2	30
	POLES TAKEN DOWN TO BE RESET											31	ea.									31
	POLES SET THAT WERE TAKEN DOWN											32	ea.									32
	POLES TRENCHED, MOVED, STRAIGHTENED											33	ea.									33
	CROSSARMS REATTACHED											34	ea.									34
	[redacted] WIRE DIAGONED				15	18				36		35	ea.				33	33			66	35
	WIRE [redacted] STRUNG						36			36		36	mi.						1½		1½	36
	SLACK PULLED											37	mi.									37
	CABLE TRANSFERRED											38	ft.									38
	TRIMMING											39	—									39
												40										40

		HOURS WORKED									UNITS									
		S	M	T	W	T	F	S	TOTAL		MEAS.	S	M	T	W	T	F	S	TOTAL	
CONDUIT WORK	PAVEMENT REMOVED									41	SQ YDS									41
	TRENCH OPEN AND REFILL									42	TR FT									42
	DUCT LAY—WOOD									43	DUCT FT									43
	DUCT LAY PIPE									44	DUCT FT									44
	DUCT LAY TRANSITE									45	DUCT FT									45
	DUCT LAY FIBRE									46	DUCT FT									46
	PAVEMENT REPLACED									47	SQ YDS									47
	MANHOLES REBUILT, TYPE									48	ea.									48
										49										49
TUBE WORK										50										50
										51										51
WORK FOR OTHERS	EXCL R.R. TELEG AND TELEPHONE									52										52
	EXCL R.R. SIGNALS									53										53
										54										54
										55										55
										56										56
	TOTAL									57										57

WORK PERFORMED FOR OTHERS

Non-contract Telephone and Signal work etc) Show name of Company, Location and Description of work, List of Material Furnished by W.U. and Salvage Disposed of by W.U.

DAILY LOST TIME OF LINE CREWS TRAVELLING TO AND FROM THE WORK, FROM HOTELS AND EATING HOUSES

	S	M	T	W	T	F	S	WEEKLY TOTAL
TO WORK		5	1	6	6	6		24
FROM WORK		5	1	6	6	6		24
DAILY TOTAL LOST TIME		10	12	12	12	12		58

BP-1510

AUTOMOTIVE EQUIPMENT

	HOURS								
	S	M	T	W	T	F	S	TOTAL	
R.R. EQUIPMENT									
WORK TRAIN									
CREW MOTOR CAR									
HAND PUSH CAR									
CONDUCTOR'S TIME									
FLAGMAN'S TIME									
W.U. EQUIPMENT									
CREW MOTOR CAR NO.									91
HAND PUSH CAR NO.									92
TRAILER NO. 8036									93
AUTOMOBILE NO. 8033		8	8	8	8	8		40	94
AUTOMOBILE NO. 8042		8	8	8	8	8		40	95
									96
									97
									98
RENTED EQUIPMENT	(SHOW USAGE, RATE AND COSTS UNDER "REMARKS")								

REMARKS

EXPLAIN OVERTIME, LOST TIME, ETC.

LOST TIME TUE. WAY MAIN
LOST TIME WAY MAIN

APPROVED

DIV. SUPR. LINES

LABOR FURNISHED BY OTHERS - NO. MEN

NAME OF COMPANY	S	M	T	W	T	F	S	TOTAL
WWT 8032		25	40	35	25	25		150
WWT 8042		25	30	80	-	30		140

CODE (DO NOT FILL IN)

LINE FORCE - WEEKLY WORK REPORT

WEEK ENDED 5-5-1964 FOREMAN

WORKED THIS WEEK BETWEEN ASHLAND ON M.P. 3.6 AND CLARKSVILLE ON M.P. 7.5 EST. JOB No. 5-

	WORK PERFORMED (LOCATION)	HOURS WORKED S	M	T	W	T	F	S	TOTAL (LOCATION)		UNITS MEAS.	S	M	T	W	T	F	S	TOTAL	
POLE WORK	POLES SET		24						24	1	ea.		--						--	1
	ANCHORS SET			30	36	20			16	2	ea.			1	2					2
	GUYS ATTACHED									3	ea.									3
	CROSSARMS ATTACHED						24		24	4	ea.									4
	DISTRIBUTING POLES, ARMS									5	—									5
										6										6
										7										7
WIRE WORK	WIRE STRUNG, KIND Ga.									8	mi.									8
										9	mi.									9
										10										10
CABLE WORK	CABLE ERECTED, AERIAL Pr.									11	ft.									11
	CABLE INSTALLED, UNDG. Pr.									12										12
	BOXES INSTALLED, KIND									13	ea.									13
	TERMINALS INSTALLED									14	ea.									14
	TESTING AND CONNECTING									15	-									15
										16										16
*RETIREMENTS (*REPT. UNDER "REPAIRS" ALL TRANSFER WORK NOT CALLED BY RETIREMENT OF OLD PLANT)	POLES TAKEN DOWN									17	ea.									17
	GUYS REMOVED									18	ea.									18
	CROSSARMS REMOVED									19	ea.									19
	CROSSARMS RE-ATTACHED									20	ea.									20
	WIRE REMOVED, KIND Ga.									21	mi.									21
	WIRE TRANSFERRED*									22	mi.									22
	CABLE TAKEN DOWN, AERIAL Pr.									23	ft.									23
	CABLE REMOVED, UNDG Pr.									24	ft.									24
	CABLE TRANSFERRED, AERIAL*									25	ft.									25
	BOXES REMOVED									26	ea.									26
	RECOVERING SALV. AND CLEANING R/W									27	-									27
										28										28
REPAIRS	POLES RESET - REINFORCED									30	ea.									30
	POLES TAKEN DOWN TO BE RESET									31	ea.									31
	POLES SET THAT WERE TAKEN DOWN									32	ea.									32
	POLES TRENCHED, MOVED, STRAIGHTENED									33	ea.									33
	*CROSSARMS REATTACHED									34	ea.									34
	CROSSARMS REPAIRED									35	ea.									35
	WIRE TRANSFERRED OR RETIED									36	mi.									36
	SLACK PULLED									37	mi.									37
	CABLE TRANSFERRED									38	ft.									38
	TRIMMING									39	-									39
										40										40

BELL SYSTEM 0442 (R 6-54)

HOURS WORKED

		S	M	T	W	T	F	S	TOTAL
CONDUIT WORK	PAVEMENT REMOVED								
	TRENCH OPEN AND REFILL								
	DUCT LAY—WOOD								
	DUCT LAY PIPE								
	DUCT LAY TRANSITE								
	DUCT LAY FIBRE								
	PAVEMENT REPLACED								
	MANHOLES REBUILT, TYPE								
TUBE WORK									
WK FOR OTHERS	EXCL. R.R. TRACK AND TELEPHONE								
	[illegible] R.R. [illegible]								
	[illegible]								
	[illegible]								
	[illegible]		8	12	12	12	8		48
	TOTAL		32	48	48	48	32		192

UNITS

	MEAS.	S	M	T	W	T	F	S	TOTAL	
41	SQ YDS									41
42	TR FT									42
43	DUCT FT									43
44	DUCT FT									44
45	DUCT FT									45
46	DUCT FT									46
47	SQ YDS									47
48	ea.									48
49										49
50										50
51										51
52										52
53										53
54										54
55										55
56										56
57										57

WORK PERFORMED FOR OTHERS

(Contract Telephone and Signal work etc) Show name of Company, Location and Description of work, List of Material Furnished by W.U. and Salvage Disposed of by W.U.

AUTOMOTIVE EQUIPMENT

	S	M	T	W	T	F	S	TOTAL	
	HOURS								
R.R. EQUIPMENT									
WORK TRAIN									
CREW MOTOR CAR									
HAND PUSH CAR									
CONDUCTOR'S TIME									
FLAGMAN'S TIME									
[redacted]									
W.U. EQUIPMENT									
CREW MOTOR CAR NO.									91
HAND PUSH CAR NO.									92
TRAILER NO. [illegible]									93
AUTOMOBILE NO. 8[illegible]32		8	8	8	8	8		40	94
AUTOMOBILE NO. [illegible]42		8	8	8	8	8		40	95
									96
									97
									98
RENTED EQUIPMENT	(SHOW USAGE, RATE AND COSTS UNDER "REMARKS")								

DAILY LOST TIME OF LINE CREWS TRAVELLING TO AND FROM THE WORK FROM HOTELS AND EATING HOUSES

	S	M	T	W	T	F	S	WEEKLY TOTAL
TO WORK		4	6	6	6	4		24
FROM WORK		4	6			4		14
DAILY TOTAL LOST TIME		8	12	6	6	8		38

LABOR FURNISHED BY OTHERS — NO. MEN

NAME OF COMPANY	S	M	T	W	T	F	S	TOTAL
UNIT 2032		185	45	45	25	25		345
UNIT 2042		25	25	30	35	35		150

REMARKS

EXPLAIN OVERTIME, LOST TIME, ETC.

APPROVED

DIV. SUPR. LINES

LINE FORCE - WEEKLY WORK REPORT

CODE _____ (DO NOT FILL IN)

WEEK ENDED 10-17-64 FOREMAN J D Walton

WORKED THIS WEEK BETWEEN Ashland Oregon M.P. 206.175 AND Klamath Falls, Oregon M.P. 156.190 EST No. 20-0262-14

	WORK PERFORMED	LOCATION	HOURS WORKED S	M	T	W	T	F	S	TOTAL		LOCATION	UNITS MEAS.	S	M	T	W	T	F	S	TOTAL	
POLE WORK	POLES SET			18						18	1		ea.		2						2	1
	ANCHORS SET				36	31	36	36		144	2		ea.		2	2	2	3	3		10	2
	GUYS ATTACHED										3		ea.									3
	CROSSARMS ATTACHED										4		ea.									4
	DISTRIBUTING POLES, ARMS										5		—									5
											6											6
											7											7
WIRE WORK	WIRE STRING, KIND Ga.										8		mi.									8
											9		ft.									9
											10											10
CABLE WORK	CABLE ERECTED, AERIAL Pr.										11		ft.									11
	CABLE INSTALLED, UNDG. Pr.										12											12
	BOXES INSTALLED, KIND										13		ea.									13
	TERMINALS INSTALLED										14		ea.									14
	TESTING AND CONNECTING										15		—									15
											16											16
REMOVEMENTS	POLES TAKEN DOWN										17		ea.									17
	GUYS REMOVED										18		ea.									18
	CROSSARMS REMOVED										19		ea.									19
	CROSSARMS RE-ATTACHED										20		ea.									20
	WIRE REMOVED, KIND Ga.										21		mi.									21
	WIRE TRANSFERRED*										22		mi.									22
	CABLE TAKEN DOWN, AERIAL Pr.										23		ft.									23
	CABLE REMOVED, UNDG Pr.										24		ft.									24
	CABLE TRANSFERRED, AERIAL*										25		ft.									25
	BOXES REMOVED										26		ea.									26
	RECOVERING SALV. AND CLEANING R/W										27		—									27
											28											28
REPAIRS	POLES RESET - REINFORCED										30		ea.									30
	POLES TAKEN DOWN TO BE RESET										31		ea.									31
	POLES SET THAT WERE TAKEN DOWN										32		ea.									32
	POLES TRENCHED, MOVED, STRAIGHTENED										33		ea.									33
	CROSSARMS REATTACHED										34		ea.									34
	CROSSARMS REPAIRED										35		ea.									35
	WIRE TRANSFERRED OR RETIED										36		mi.									36
	SLACK PULLED										37		mi.									37
	CABLE TRANSFERRED										38		ft.									38
	TRIMMING										39		—									39
											40											40

WD DSM 4442 (R 6-64).

HOURS WORKED

		S	M	T	W	T	F	S	TOTAL
CONDUIT WORK	PAVEMENT REMOVED								
	TRENCH OPEN AND REFILL								
	DUCT LAY-WOOD								
	DUCT LAY PIPE								
	DUCT LAY TRANSITE								
	DUCT LAY FIBRE								
	PAVEMENT REPLACED								
	MANHOLES REBUILT, TYPE								
TUBE WORK									
WK FOR OTHERS	EXCL R.R. TELEG AND TELEPHONE								
	EXCL R.R. SIGNALS								
	OTHERS (DESCRIBE BELOW)								
	LOST TIME (DESCRIBE UNDER REMARKS)	-	6	12	12	12	12		54
	TOTAL		24	48	48	48	48	-	216

UNITS

	MEAS.	S	M	T	W	T	F	S	TOTAL	
41	SQ YDS									41
42	TR FT									42
43	DUCT FT									43
44	DUCT FT									44
45	DUCT FT									45
46	DUCT FT									46
47	SQ YDS									47
48	ea.									48
49										49
50										50
51										51
52										52
53										53
54										54
55										55
56										56
57										57

WORK PERFORMED FOR OTHERS

(NonContract Telephone and Signal Work etc) Show name of Company, Location and Description of Work, List of Material Furnished by W.U. and Salvage Disposed of by W.U.

DAILY LOST TIME OF LINE CREWS TRAVELLING TO AND FROM THE WORK, FROM HOTELS AND EATING HOUSES

	S	M	T	W	T	F	S	WEEKLY TOTAL
TO WORK		3	6	6	6	6		27
FROM WORK		3	6	6	6	6		27
DAILY TOTAL LOST TIME		6	12	12	12	12		54

PP: 1810

REMARKS

EXPLAIN OVERTIME, LOST TIME, ETC.

APPROVED

DIV. SUPT. LINES

AUTOMOTIVE EQUIPMENT

	HOURS S	M	T	W	T	F	S	TOTAL	
R.R. EQUIPMENT									
WORK TRAIN									
CREW MOTOR CAR									
HAND PUSH CAR									
CONDUCTOR'S TIME									
FLAGMAN'S TIME									
W.U. EQUIPMENT									
CREW MOTOR CAR NO.									94
HAND PUSH CAR NO.									95
TRAILER NO.									96
AUTOMOBILE NO.									97
AUTOMOBILE NO.									98
									99
									100
									101
RENTED EQUIPMENT (SHOW USAGE, RATE AND COSTS UNDER "REMARKS")									

LABOR FURNISHED BY OTHERS — NO. MEN MILES

NAME OF COMPANY	S	M	T	W	T	F	S	TOTAL
Unit 8032	0	35	55	60	55	45		210
9042		30	25	30	50	45		180
								390

LINE FORCE - WEEKLY WORK REPORT

CODE _____ (DO NOT FILL IN)

WEEK ENDED 10-10-64 FOREMAN J.D. WALTON

LINE THIS WEEK BETWEEN ASHLAND ONE M.P. 707+169 AND ASHLAND ONE M.P. 446+189 EST 20- JOB NO. 0-22-14

	WORK PERFORMED	LOCATION	HOURS WORKED S	M	T	W	T	F	S	TOTAL		UNITS MEAS.	S	M	T	W	T	F	S	TOTAL	
POLE WORK	POLES SET			27	24	24	24	24		123	1	ea.		-	-	2	2	2		10	1
	ANCHORS SET										2	ea.									2
	GUYS ATTACHED										3	ea.									3
	CROSSARMS ATTACHED										4	ea.									4
	DISTRIBUTING POLES, ARMS										5	—									5
											6										6
											7										7
WIRE WORK	WIRE STRUNG, KIND Ga.										8	mi.									8
											9	ft.									9
											10										10
CABLE WORK	CABLE ERECTED, AERIAL Pr.										11	ft.									11
	CABLE INSTALLED, UNDG. Pr.										12										12
	BOXES INSTALLED, KIND										13	ea.									13
	TERMINALS INSTALLED										14	ea.									14
	TESTING AND CONNECTING										15	-									15
											16										16
INCREMENTS "RETIREMENTS" ALL TRANSFERS AND REPAIRS WHICH ARE TO BE RETIRED BY PLANT	POLES TAKEN DOWN										17	ea.									17
	GUYS REMOVED										18	ea.									18
	CROSSARMS REMOVED										19	ea.									19
	CROSSARMS RE-ATTACHED										20	ea.									20
	WIRE REMOVED, KIND Ga.										21	mi.									21
	WIRE TRANSFERRED*										22	mi.									22
	CABLE TAKEN DOWN, AERIAL Pr.										23	ft.									23
	CABLE REMOVED, UNDG Pr.										24	ft.									24
	CABLE TRANSFERRED, AERIAL*										25	ft.									25
	BOXES REMOVED										26	ea.									26
	RECOVERING SALV. AND CLEANING R/W										27	-									27
											28										28
REPAIRS	POLES RESET - REINFORCED										30	ea.									30
	POLES TAKEN DOWN TO BE RESET										31	ea.									31
	POLES SET THAT WERE TAKEN DOWN										32	ea.									32
	POLES TRENCHED, MOLED, STRAIGHTENED										33	ea.									33
	CROSSARMS REATTACHED										34	ea.									34
	CROSSARM REPAIRED										35	ea.									35
	WIRE TRANSFERRED OR RESET										36	mi.									36
	ANCHORED										37	mi.									37
											38	ft.									38
											39	-									39
											40										40

HOURS WORKED / UNITS

		S	M	T	W	T	F	S	TOTAL		MEAS.	S	M	T	W	T	F	S	TOTAL	
CONDUIT WORK	PAVEMENT REMOVED									41	SQ YDS									41
	TRENCH OPEN AND REFILL									42	TR FT									42
	DUCT LAY–WOOD									43	DUCT FT									43
	DUCT LAY PIPE									44	DUCT FT									44
	DUCT LAY TRANSITE									45	DUCT FT									45
	DUCT LAY FIBRE									46	DUCT FT									46
	PAVEMENT REPLACED									47	SQ YDS									47
	MANHOLES REBUILT, TYPE									48	ea.									48
										49										49
TUBE WORK										50										50
										51										51
WORK FOR OTHERS	EXCL R.R. TELEG AND TELEPHONE									52										52
	EXCL R.R. SIGNALS									53										53
	OTHERS (DESCRIBE BELOW)									54										54
										55										55
	LOST TIME (DESCRIBE UNDER REMARKS)		8	8	8	8	8		40	56										56
	TOTAL		8532	32	32	32	32		163	7										57

WORK PERFORMED FOR OTHERS

(NonContract Telephone and Signal Work etc) Show name of Company, Location and Description of Work, List of Material Furnished by W.U. and Salvage Disposed of by W.U.

DAILY LOST TIME OF LINE CREWS TRAVELING TO AND FROM THE WORK FROM HOTELS AND EATING HOUSES

	S	M	T	W	T	F	S	WEEKLY TOTAL
TO WORK		4	4	4	4	4		20
FROM WORK		4	4	4	4	4		20
DAILY TOTAL LOST TIME		8	8	8	8	8		40

EP. 1910 (

REMARKS

EXPLAIN OVERTIME, LOST TIME, ETC.

APPROVED

DIV. SUPR. LINES

AUTOMOTIVE EQUIPMENT

	HOURS S	M	T	W	T	F	S	TOTAL	
R.R. EQUIPMENT									
WORK TRAIN									
CREW MOTOR CAR									
HAND PUSH CAR									
CONDUCTOR'S TIME									
FLAGMAN'S TIME									
AIR COMPRESSER		[illegible]						40	
W.U. EQUIPMENT									
CREW MOTOR CAR NO.									91
HAND PUSH CAR NO.									92
TRAILER NO. 5036									93
AUTOMOBILE NO. 8032		[illegible]							94
AUTOMOBILE NO. 8042		[illegible]							95
									96
									97
									98

RENTED EQUIPMENT (SHOW USAGE, RATE AND COSTS UNDER "REMARKS")

LABOR FURNISHED BY OTHERS – NO. MEN

NAME OF COMPANY	S	M	T	W	T	F	S	TOTAL
UNIT 8032		50	30	20	30	20		190
UNIT 8042		25	30	55	50	55		215

CODE (DO NOT FILL IN)

LINE FORCE - WEEKLY WORK REPORT

WEEK ENDED 3-7-4 FOREMAN

WORKED THIS WEEK BETWEEN 15 KIOO ONE P. 4135 AND 15 KIOO ONE P. 4137 SS No.

	WORK PERFORMED	LOCATION	HOURS WORKED S	M	T	W	T	F	S	TOTAL		UNITS MEAS.	S	M	T	W	T	F	S	TOTAL	
POLE WORK	POLES SET							24		24	1	ea.								1	1
	ANCHORS SET										2	ea.									2
	GUYS ATTACHED										3	ea.									3
	CROSSARMS ATTACHED										4	ea.									4
	DISTRIBUTING POLES, TRANS					30	30			60	5	—				7	1			17	5
											6										6
											7										7
L. & WORK	WIRE STRUNG, KIND Ga.										8	mi.									8
											9	ft.									9
											10										10
CABLE WORK	CABLE ERECTED, AERIAL Pr.										11	ft.									11
	CABLE INSTALLED, UNDG. Pr.										12										12
	BOXES INSTALLED, KIND										13	ea.									13
	TERMINALS INSTALLED										14	ea.									14
	TESTING AND CONNECTING										15	—									15
											16										16
RETIREMENTS (REPAIRS, ALL TRANSFER AND RETIREMENT OF LINE)	POLES TAKEN DOWN										17	ea.									17
	GUYS REMOVED										18	ea.									18
	CROSSARMS REMOVED										19	ea.									19
	CROSSARMS RE-ATTACHED										20	ea.									20
	WIRE REMOVED, KIND Ga.										21	mi.									21
	WIRE TRANSFERRED*										22	—									22
	CABLE TAKEN DOWN, AERIAL Pr.										23	ft.									23
	CABLE REMOVED, UNDG Pr.										24	ft.									24
	CABLE TRANSFERRED, AERIAL*										25	ft.									25
	BOXES REMOVED										26	ea.									26
	RELOCATING SALV. AND CLEANING R.W.										27	—									27
											28										28
REPAIRS	POLES RESET - REINFORCED										30	ea.									30
	POLES TAKEN DOWN TO BE RESET										31	ea.									31
	POLES SET THAT WERE TAKEN DOWN										32	ea.									32
	POLES TRENCHED, MOVED, STRAIGHTENED										33	ea.									33
	CROSSARMS REATTACHED										34	ea.									34
	CROSSARMS REPAIRED										35	ea.									35
	WIRE TRANSFERRED OR RETIED										36	mi.									36
	SLACK PULLED										37	mi.									37
	CABLE TRANSFERRED										38	ft.									38
	TRIMMING										39	—									39
											40										40

BU DSM 4442 LR 6-54

HOURS WORKED

		S	M	T	W	T	F	S	TOTAL
CONDUIT WORK	PAVEMENT REMOVED								
	TRENCH OPEN AND REFILL								
	[illegible]								
	[illegible]								
	[illegible]								
	[illegible]								
	PAVEMENT REPLACED								
	MANHOLES REBUILT, TYPE								
TUBE WORK									
WORK FOR OTHERS	[illegible] TELEPHONE								
	[illegible] SIGNALS								
	[illegible]								
	[illegible]			10	10	15	3		68
	TOTAL			43	43	40	26		152

UNITS

	MEAS.	S	M	T	W	T	F	S	TOTAL	
41	SQ YDS									41
42	TR FT									42
43	DUCT FT									43
44	DUCT FT									44
45	DUCT FT									45
46	DUCT FT									46
47	SQ YDS									47
48	ea.									48
49										49
50										50
51										51
52										52
53										53
54										54
55										55
56										56
57										57

WORK PERFORMED FOR OTHERS

(Contract Telephone and Signal work etc) Show name of Company, [illegible] and Description of Work, List of Material Furnished by W.U. and Salvage Disposed of by W.U.

DAILY LOST TIME OF LINE CREWS TRAVELLING TO AND FROM THE WORK, FROM HOTELS AND EATING HOUSES

	S	M	T	W	T	F	S	WEEKLY TOTAL
[illegible] WORK				5	5	4		14
[illegible] WORK				5	5	4		14
[illegible] LOST TIME				10	10	8		28

REMARKS

[illegible] OVERTIME, LOST TIME, ETC.

APPROVED

DIV. SUPR. LINES

AUTOMOTIVE EQUIPMENT

	HOURS S	M	T	W	T	F	S	TOTAL	
R.R. EQUIPMENT									
WORK TRAIN									
CREW MOTOR CAR									
HAND PUSH CAR									
CONDUCTOR'S TIME									
FLAGMAN'S TIME									
W.U. EQUIPMENT									
CREW MOTOR CAR NO.									91
HAND PUSH CAR NO.									92
TRAILER NO. 8036									93
AUTOMOBILE NO. 8032			8	8	8	8		32	94
AUTOMOBILE NO. 8042				8	8	8		24	95
									96
									97
									98

RENTED EQUIPMENT (SHOW USAGE, RATE AND COSTS UNDER "REMARKS")

LABOR FURNISHED BY OTHERS - NO. MEN

NAME OF COMPANY	S	M	T	W	T	F	S	TOTAL
UNIT 8032			200	90	30	30		330
UNIT 8042				190	25	30		245

RECEIVED
JUN 9 - 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 4, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Siskiyou Station-Siskiyou Summit Section
Pacific Highway
Jackson County
Contract No. 6360

Dear Sir:

Visual examination of near finished subgrade on the referenced project indicated the need for re-evaluation of surfacing design for this section. A copy of a report from Mr. R. J. VanCleave, Division Geologist, on the subject is attached. It is self-explanatory. Also attached are copies of Laboratory Reports on the subgrade samples submitted by VanCleave.

These reports show the subgrade soil to be poorer than anticipated in the surfacing design which was based on an "R" Value of 26. A summary by stations showing "R" Values and required crushed base equivalent depths is as follows:

Station	"R" Value	C.B.E. (In)	T.C.
553	8	33	10
590	24	28	
594	23	28	
630	12	31.5	
631	4	34.0	
Total	71	154.5	
Average	16-1/2	30.9	

The plan surfacing depths for this section (to be done under another contract) have a crushed base equivalent of 26 inches. From the above summary, increased crushed base equivalent depths from 2 to 8 inches are indicated. We propose to add 3 inches of Plant-mix Bituminous Base uniformly throughout this section on the main travel lanes only with 1-1/2 to 1 credit this would add 4-1/2 inches to the crushed base equivalent for a total of 30-1/2 inches.

This addition would require approximately 11,000 tons of Plant-mix Bituminous base and 495 tons of asphalt in mixture. At the bid prices for these two items, the cost would be approximately $63,000. The work would be done under Contract No. 6501.

The above is furnished for your information and justification for the proposed revision in surfacing depths for this section. Your approval is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

GLD:fp
Attachments
cc: F. B. Klaboe
L. R. Chandler
F. W. Yarbrough
Jack McCormick
R. J. VanCleave

RECEIVED
JUN 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 80M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 12, 1965

To: [illegible] Yarbrough
[illegible] Assistant
Salem

SUBJECT: Existing Subgrade Samples
Siskiyou Sta.-Siskiyou Summit
Pacific Highway
Jackson County

Attention: Clarence Gregg

Originally there were three base designs for the Siskiyou Station - California Line Section on the grading projects. Total thickness by stations were Station 513 - 634, 22 inches; Station 634 - 694, 24 inches; and Station 694 - 814, 26 inches. These have been cut down to 17, 20 and 22 inches respectively on the paving contract. The subgrade width on the grading project was built to the original surfacing depth.

Sample Data No. A9664 pertains to five subgrade samples taken on the Siskiyou Station - Siskiyou Summit Section and are representative of the existing material throughout this one project. These were taken to compare the final subgrade material to that which was taken originally for base design. Most all of the material which comes from the summit cut is principally a silty clay (A-7-6) with 8-2 inch fragments of siltstone and ash which breaks down under the heavy hauling equipment.

If these samples prove comparable no problems exist. If they do not prove comparable the base design possible should be thickened. Also resampling of the existing subgrade material from the Siskiyou Summit to the California Line could be done for comparison.

R. J. Van Cleave

R. J. Van Cleave
Division Geologist

RJVC:crd

cc: L. R. Chandler
D. H. Haller

RECEIVED
APR 28 1965
FOR FILING

Salem, Oregon
April 27, 1965

Increase in Project Authorization

Mr. Don Haller
Resident Highway Engineer

Ashland

This is to advise you that at its meeting of April 20, 1965, the Highway Commission approved an increase of $950,375.00 in project authorization on Contract No. 6360, Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County.

The new authorization for construction is $5,199,230.00. This amount should be used in all future reports for this project.

L. H. Young
Office Engineer

HKC:ia

cc: L. R. Chandler

RECEIVED
APR 23 1965
FOR FILING

Form CD-121
(11-63)
(Prescribed by
A.O. [illegible])

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

6360

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 20, 1965

In reply refer to: 08-35.4-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-1(52)04
Siskiyou Station-Siskiyou Summit Section
Pacific Highway
State Force Order No. 6, Horizontal Drains

Reference is made to your letter dated April 19, 1965 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered, and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

A signed copy of the order is returned herewith.

Young
7

orig to young
w/attachments
4-23-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-105—5M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 6

Project Name Siskiyou Sta.-Siskiyou Summit Section Date April 12, 1965

Highway Pacific Contract No. 6360 F. A. Project No. I-5-1(52)04

County Jackson Prefix 615-1011 Account No. 233-06

Description of Work To Be Done:

Horizontal drilling and installation of horizontal drain pipes by State forces in embankments on the project.

Location by Station Numbers:

Throughout project.

Estimate of Quantities and Costs:

Total estimated cost - - - - - - - - - - $20,000.00

Explanation: This work is considered necessary to drain subsurface water which is not being picked up by existing drains and is seeping out of certain embankment areas. Work expected to begin April 15 pending approval.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$4,248,657.00
Present estimate of project cost, including $20,000.00 for work under this order	$5,191,682.67
Expected ~~under-run~~ over-run (amount)	$943,025.67
Expected ~~under-run~~ over-run (per cent)	22.2%

Space to right of this line is for use of Salem Office

Submitted by: /s/ D. H. Haller, Jr. Resident Engineer

Approval Recommended: /s/ D. J. Barbee Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II Asst. Division Engineer

Approved: /s/ L. H. Young Deputy or Assistant State Highway Engineer Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

STATE COPY

Monthly transaction number	FC PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate
4-33		Oregon
Project report number	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County
6360 12	(PPM 21-7) 4-2-65	Jackson
		Project number I-5-1(52)04

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 27, 1964, is hereby modified as follows:

Revised estimated total cost of project $ 5,363,763.00

Revised Federal funds $ 4,935,000.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 6 day of April, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stone, Assistant State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By XX A. W. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Manager

USCOMM-DC 81,20-P63

Oregon State Highway Department

Federal Aid
Project No. I-5-1(52)04

SISKIYOU STATION-SISKIYOU SUMMIT SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Revised estimate as a basis for modification of project agreement to increase bid item No. 3 and add a price agreement for borrow excavation. Based on low bid prices and agreed unit prices.)

Salem, Oregon, November 17, 1964

Type Code 0010
Roadway (Sta. 513+33 to Sta. 634+00)(Contract 6360)

Clearing and Grubbing	All Required			$ 120,000.00
Drainage Excavation, Unclassified	22,200	cu.yds.	$ 2.50	55,500.00
Embankment Foundation Excavation, Unclassified	800,000	cu.yds.	1.00	800,000.00
General Excavation, Unclassified	3,480,000	cu.yds.	0.70	2,436,000.00
Short Overhaul	15,700,000	yd.stas.	0.004	62,800.00
Long Overhaul	760,000	C-yd.stas.	0.25	190,000.00
Finishing Roadbed and Slopes	All Required			10,000.00
Rounding Cutbanks	9,400	lin.ft.	0.20	1,880.00
Seeding	100	acres	150.00	15,000.00
Mulching	100	acres	240.00	24,000.00
Grass Seed, Creeping Red Fescue	1,000	lbs.	0.65	650.00
Grass Seed, Chewings Fescue	700	lbs.	0.65	455.00
Grass Seed, Perennial Ryegrass	300	lbs.	0.55	165.00
Grass Seed, Newport Bluegrass	500	lbs.	1.00	500.00
Dutch White Clover	500	lbs.	1.75	875.00
Inorganic Fertiliser, 10-16-8	400	cwt.	7.50	3,000.00
18-inch Culvert Pipe	260	lin.ft.	5.00	1,300.00
24-inch Culvert Pipe	640	lin.ft.	6.00	3,840.00
36-inch Culvert Pipe	370	lin.ft.	14.00	5,180.00
48-inch Culvert Pipe	570	lin.ft.	26.00	14,820.00
18-inch Metal Pipe	180	lin.ft.	5.00	900.00
24-inch Metal Pipe	3,280	lin.ft.	8.00	26,240.00
30-inch Metal Pipe	550	lin.ft.	14.50	7,975.00
36-inch Metal Pipe	22	lin.ft.	25.00	550.00
48-inch Metal Pipe	960	lin.ft.	30.00	28,800.00
18-inch Culvert End Sections	6	only	40.00	240.00
24-inch Culvert End Sections	3	only	60.00	180.00
48-inch Culvert End Sections	2	only	200.00	400.00
24-inch Pipe Diaphragms	8	only	150.00	1,200.00
30-inch Pipe Diaphragms	4	only	200.00	800.00
12-inch Sewer Pipe	410	lin.ft.	4.50	1,845.00
8-inch Metal Drain Pipe	1,080	lin.ft.	2.80	3,024.00
8-inch Perforated Metal Drain Pipe	18,500	lin.ft.	3.10	57,350.00
12-inch Perforated Metal Drain Pipe	3,340	lin.ft.	3.75	12,525.00
15-inch Perforated Metal Drain Pipe	2,500	lin.ft.	4.75	11,875.00
Special Backfill in Drains	4,900	cu.yds.	7.00	34,300.00

Concrete Inlets, Type D	5 only	$ 300.00	$ 1,500.00
Concrete Inlets, Type G-1	8 only	300.00	2,400.00
Concrete Manholes	1 only	600.00	600.00
18" - 24" Junction Boxes	2 only	300.00	600.00
24-inch Junction Boxes	3 only	400.00	1,200.00
48-inch Junction Boxes	2 only	600.00	1,200.00
Junction Box, Sta. 553+20	All Required		500.00
Concrete Outlet Anchor Blocks	1 only	1,000.00	1,000.00
Transition Section	1 only	400.00	400.00
Grouted Rock Ditch Lining	4,480 cu.yds.	36.00	161,280.00
Type 2 Fence	1,540 rods	8.00	12,320.00
Metal Snow Fence	1,300 Lin.ft.	6.00	7,800.00
Coarse Crushed Material in Base	7,000 cu.yds.	3.75	26,250.00
3/4" - 0 Material in Base	1,500 cu.yds.	4.00	6,000.00
Sprinkling	9,000 M-gals.	2.50	22,500.00
Preparation of Base	0.95 mile	2,000.00	1,900.00
Furnishing and Placing Aggregates	590 cu.yds.	6.00	3,540.00
120-150 Asphalt	43 tons	85.00	3,655.00
RS-1 Asphalt	13 tons	90.00	1,170.00
			$4,189,934.00
Guide Signs	All Required		$ 100.00
Slide Removal	All Required		250,000.00
Asphaltic Concrete Lined Ditches	All Required		500.00
Flagging (57½% of Contractor's Cost)	All Required		5,000.00
Borrow Excavation	600,000 cu.yds.	0.70	420,000.00
			$ 675,600.00
Utilities			
Work by Pacific Power & Light Co.	All Required		$ 876.00
Work by Pacific NW Bell Tel. Co.	All Required		2,136.00
Work by Western Union Tel. Co.	All Required		7,553.00
			$ 10,565.00
	Subtotal		4,876,149.00
	10% Engr. & Cont.		487,614.00
	Total		$5,363,763.00

Length of Roadway - - - - - - - - - - - - -2.219 miles
Length of 2 Structures- - - - - - - - - - -0.071 mile (exceptions)
Total Length- - - - - - - - - - - - - - - -2.290 miles
Cost of Roadway per mile- - - - - - - - -$2,417,198.21

Federal Funds - - - - - - - - - - - - - -

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

SISKIYOU STA.-SISKIYOU SUMMIT SECTION

Project No. I-5-1(52)04

Estimated cost of work by the Western Union Telegraph Co.

Labor	$4,703.00
Material	2,450.00
Equipment	624.00
Miscellaneous Expense	50.00
Salvage Credit	- 274.00 Cr.
	$7,553.00

Estimated cost of work by Pacific Power & Light Co.

Material	$ 750.00	
Labor	563.00	
Transportation	97.00	
Salvage Credit	- 242.00 Cr.	
	$1,168.00	
State Share-75% of $1,168.00	= $ 876.00	$ 876.00

Estimated cost of work by Pacific Northwest Bell Telephone Company.

Group B		
Labor	$ 546.00	
Materials	237.00	
Equipment	66.00	
State Share - 100% - - - - - -	= $ 849.00	$ 849.00
Group C		
Labor	$ 618.00	
Materials	327.00	
Equipment	64.00	
Contract Work	600.00	
	$1,609.00	
State Share - 80% - - - - - -	= $1,287.00	$1,287.00
	Total	$2,136.00

State

Monthly transaction number	Form -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
5-60		Oregon
Project report number	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County
9		Jackson
		Project number I-5-1(52)04

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 27, 19 64, is hereby modified as follows:

Revised estimated total cost of project $ 4,155,963.00

Revised Federal funds $ 3,823,000.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 4 day of May, 19 64.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Hayden P. Stone

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By XXX A. W. Parsons
Division Engineer

By: W. R. Bucklund
L. R. Bucklund, Administrative Mgr.

USComm-DC 11170

Oregon State Highway Department

Federal-Aid
Project No. I-5-1(52)04

SISKIYOU STATION-SISKIYOU SUMMIT SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for/project agreement. Based on low bid prices.)
modification of

Salem, Oregon, April 23, 1964

Type Code 0010
Roadway (Sta. 513+33 to Sta. 634+00)(Contract 6360)

Clearing and Grubbing	All Required			$ 120,000.00
Drainage Excavation, Unclassified	22,200	cu.yds.	$ 2.50	55,500.00
Embankment Foundation Excavation, Unclassified	122,000	cu.yds.	1.00	122,000.00
General Excavation, Unclassified	3,480,000	cu.yds.	0.70	2,436,000.00
Short Overhaul	15,700,000	yd.sta.	0.004	62,800.00
Long Overhaul	760,000	C-yd.sta.	0.25	190,000.00
Finishing Roadbed and Slopes	All Required			10,000.00
Rounding Cutbanks	9,400	lin.ft.	0.20	1,880.00
Seeding	100	acres	150.00	15,000.00
Mulching	100	acres	240.00	24,000.00
Grass Seed, Creeping Red Fescue	1,000	lbs.	0.65	650.00
Grass Seed, Chewings Fescue	700	lbs.	0.65	455.00
Grass Seed, Perennial Ryegrass	300	lbs.	0.55	165.00
Grass Seed, Newport Bluegrass	500	lbs.	1.00	500.00
Dutch White Clover	500	lbs.	1.75	875.00
Inorganic Fertilizer, 10-16-8	400	cwt.	7.50	3,000.00
18-inch Culvert Pipe	260	lin.ft.	5.00	1,300.00
24-inch Culvert Pipe	640	lin.ft.	6.00	3,840.00
36-inch Culvert Pipe	370	lin.ft.	14.00	5,180.00
48-inch Culvert Pipe	570	lin.ft.	26.00	14,820.00
18-inch Metal Pipe	180	lin.ft.	5.00	900.00
24-inch Metal Pipe	3,280	lin.ft.	8.00	26,240.00
30-inch Metal Pipe	550	lin.ft.	14.50	7,975.00
36-inch Metal Pipe	22	lin.ft.	25.00	550.00
48-inch Metal Pipe	960	lin.ft.	30.00	28,800.00
18-inch Culvert End Sections	6	only	40.00	240.00
24-inch Culvert End Sections	3	only	60.00	180.00
48-inch Culvert End Sections	2	only	200.00	400.00
24-inch Pipe Diaphragms	8	only	150.00	1,200.00
30-inch Pipe Diaphragms	4	only	200.00	800.00
12-inch Sewer Pipe	410	lin.ft.	4.50	1,845.00
8-inch Metal Drain Pipe	1,080	lin.ft.	2.80	3,024.00
8-inch Perforated Metal Drain Pipe	18,500	lin.ft.	3.10	57,350.00
12-inch Perforated Metal Drain Pipe	3,340	lin.ft.	3.75	12,525.00
15-inch Perforated Metal Drain Pipe	2,500	lin.ft.	4.75	11,875.00
Special Backfill in Drains	4,900	cu.yds.	7.00	34,300.00
Concrete Inlets, Type D	5	only	300.00	1,500.00
Concrete Inlets, Type G-1	8	only	300.00	2,400.00
Concrete Manholes	1	only	600.00	600.00
18" - 24" Junction Boxes	2	only	300.00	600.00
24-inch Junction Boxes	3	only	400.00	1,200.00
48-inch Junction Boxes	2	only	600.00	1,200.00

Junction Box, Sta. 553+20	All Required		$ 500.00
Concrete Outlet Anchor Blocks	1 only	$1,000.00	1,000.00
Transition Section	1 only	400.00	400.00
Grouted Rock Ditch Lining	4,480 cu.yds.	36.00	161,280.00
Type 2 Fence	1,540 rods	8.00	12,320.00
Metal Snow Fence	1,300 lin.ft.	6.00	7,800.00
Coarse Crushed Material in Base	7,000 cu.yds.	3.75	26,250.00
3/4" - 0 Material in Base	1,500 cu.yds.	4.00	6,000.00
Sprinkling	9,000 M-gals.	2.50	22,500.00
Preparation of Base	0.95 mile	2,000.00	1,900.00
Furnishing and Placing Aggregates	590 cu.yds.	6.00	3,540.00
120-150 Asphalt	43 tons	85.00	3,655.00
RS-1 Asphalt	13 tons	90.00	1,170.00
			$3,511,984.00
Guide Signs	All Required		$ 100.00
Slide Removal	All Required		250,000.00
Asphaltic Concrete Lined Ditches	All Required		500.00
Flagging (57% of Contractor's Cost)	All Required		5,000.00
			$ 255,600.00

Utilities

Work by Pacific Power & Light Co.	All Required	$ 876.00
Work by Pacific NW Bell Tel. Co.	All Required	2,136.00
Work by Western Union Tel. Co.	All Required	7,553.00
		$ 10,565.00

Subtotal	$3,778,149.00
10% Engr. & Cont.	377,814.00
Total	$4,155,963.00

Length of Roadway - - - - - - - - - - - - 2.219 miles
Length of 2 Structures - - - - - - - - - 0.071 mile (exceptions)
Total Length - - - - - - - - - - - - - - 2.290 miles
Cost of Roadway per mile - - - - - - - - $1,872,899.05

Federal Funds -	$3,823,000.00
State Funds -	332,963.00
	$4,155,963.00

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920; Chap. 529, laws, 1939.
State Funds for Maint.: Chap. 529, laws, 1939.

SISKIYOU STA.-SISKIYOU SUMMIT SECTION

Project No. I-5-1(52)94

Estimated cost of work by the Western Union Telegraph Company.

Labor	$ 4,703.00	
Material	2,450.00	
Equipment	624.00	
Miscellaneous Expense	50.00	
Salvage Credit	- 274.00 Cr.	
	$ 7,553.00	

Estimated cost of work by Pacific Power and Light Co.

Material	$ 750.00	
Labor	563.00	
Transportation	97.00	
Salvage Credit	- 242.00 Cr.	
	$ 1,168.00	
State Share - 75% of $1,168.00 =	$ 876.00	$ 876.00

Estimated cost of work by Pacific Northwest Bell Telephone Company.

Group B

Labor	$ 546.00	
Materials	237.00	
Equipment	66.00	
State Share - 100% =	$ 849.00	$ 849.00

Group C

Labor	$ 618.00	
Materials	327.00	
Equipment	64.00	
Contract Work	600.00	
	$ 1,609.00	
State Share - 80% =	$ 1,287.00	$ 1,287.00
	Total	$ 2,136.00

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Form Approved; Budget Bureau No. 41-R2089

EMERGENCY TRANSACTION NO.	FORM FR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE: Oregon
PROJECT REPORT NO.: 6	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY: Jackson
		PROJECT NO.: I-5-1(52)04

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Siskiyou Station to Siskiyou Summit

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10-28-63	2.219
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 4,144,342.00	$ 3,812,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Hayden V. Stuart

State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. M. Parsons
(Division Engineer)
By: L. E. Bachlund, Administrative Mgr.

Date executed by Division Engineer January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

Form PR-2, Federal-Aid Project Agreement (Supplement)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

The State highway department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the President's Committee on Equal Employment Opportunity, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Bureau of Public Roads and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Bureau of Public Roads may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Bureau, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State highway department further agrees that it will be bound by the above equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

The State highway department agrees that it will cooperate actively with the Bureau of Public Roads and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Committee, that it will furnish the Bureau of Public Roads and the Committee such information as they may require for the supervision of such compliance, and that it will otherwise assist the Bureau of Public Roads in the discharge of the Bureau's primary responsibility for securing compliance. The State highway department further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part III, Subpart D of Executive Order 10925 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Bureau of Public Roads or the Committee pursuant to Part III, Subpart D of Executive Order 10925. In addition, the State highway department agrees that if it fails or refuses to comply with these undertakings the Bureau of Public Roads may cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such State highway department, or may refer the case to the Department of Justice for appropriate legal proceedings.

Oregon State Highway Department

Federal Aid
Project No. I-5-1(52)04

SISKIYOU STATION-SISKIYOU SUMMIT SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 5, 1963

Type Code 0010
Roadway (Sta. 513+33 to Sta. 634-00)(Contract 6360)

Clearing and Grubbing	All Required		$ 120,000.00
Drainage Excavation, Unclassified	22,200 cu.yds.	2.50	55,500.00
Embankment Foundation Excavation, Unclassified	122,000 cu.yds.	1.00	122,000.00
General Excavation, Unclassified	3,480,000 cu.yds.	0.70	2,436,000.00
Short Overhaul	15,700,000 yd.sta.	0.004	62,800.00
Long Overhaul	760,000 C-yd.sta.	0.25	190,000.00
Finishing Roadbed and Slopes	All Required		10,000.00
Rounding Cutbanks	1,400 lin.ft.	0.20	1,380.00
Seeding	100 acres	150.00	15,000.00
Mulching	100 acres	240.00	24,000.00
Grass Seed, Creeping Red Fescue	1,000 lbs.	0.65	650.00
Grass Seed, Chewings Fescue	700 lbs.	0.65	455.00
Grass Seed, Perennial Ryegrass	300 lbs.	0.55	165.00
Grass Seed, Newport Bluegrass	900 lbs.	1.00	900.00
Dutch White Clover	500 lbs.	1.75	875.00
Inorganic Fertilizer, 10-16-8	400 cwt.	7.50	3,000.00
18-inch Culvert Pipe	260 lin.ft.	5.00	1,300.00
24-inch Culvert Pipe	640 lin.ft.	6.00	3,840.00
36-inch Culvert Pipe	370 lin.ft.	14.00	5,180.00
48-inch Culvert Pipe	570 lin.ft.	26.00	14,820.00
18-inch Metal Pipe	180 lin.ft.	5.00	900.00
24-inch Metal Pipe	3,280 lin.ft.	8.00	26,240.00
30-inch Metal Pipe	550 lin.ft.	14.50	7,975.00
36-inch Metal Pipe	22 lin.ft.	25.00	550.00
48-inch Metal Pipe	960 lin.ft.	30.00	28,800.00
18-inch Culvert End Sections	6 only	40.00	240.00
24-inch Culvert End Sections	3 only	60.00	180.00
48-inch Culvert End Sections	2 only	200.00	400.00
24-inch Pipe Diaphragms	8 only	150.00	1,200.00
30-inch Pipe Diaphragms	4 only	200.00	800.00
12-inch Sewer Pipe	410 lin.ft.	4.50	1,845.00
6-inch Metal Drain Pipe	1,080 lin.ft.	2.80	3,024.00
8-inch Perforated Metal Drain Pipe	18,300 lin.ft.	3.10	57,390.00
12-inch Perforated Metal Drain Pipe	3,340 lin.ft.	3.75	12,525.00
15-inch Perforated Metal Drain Pipe	2,500 lin.ft.	4.75	11,875.00

Special Backfill in Drains	4,900 cu.yds.	$ 7.00	$ 34,300.00
Concrete Inlets, Type D	5 only	300.00	1,500.00
Concrete Inlets, Type G-1	8 only	300.00	2,400.00
Concrete Manholes	1 only	600.00	600.00
18" - 24" Junction Boxes	2 only	300.00	600.00
24-inch Junction Boxes	3 only	400.00	1,200.00
48-inch Junction Boxes	2 only	600.00	1,200.00
Junction Box, Sta. 553+20	All Required		500.00
Concrete Outlet Anchor Blocks	1 only	1,000.00	1,000.00
Transition Section	1 only	400.00	400.00
Grouted Rock Ditch Lining	4,480 cu.yds.	36.00	161,280.00
Type 2 Fence	1,540 rods	8.00	12,320.00
Metal Snow Fence	1,300 lin.ft.	6.00	7,800.00
Coarse Crushed Material in Base	7,000 cu.yds.	3.75	26,250.00
3/4"-0 Material in Base	1,500 cu.yds.	4.00	6,000.00
Sprinkling	9,000 M-gal.	2.50	22,500.00
Preparation of Base	0.95 miles	2,000.00	1,900.00
Furnishing and Placing Aggregates	590 cu.yds.	6.00	3,540.00
120-150 Asphalt	43 tons	85.00	3,655.00
RS-1 Asphalt	13 tons	90.00	1,170.00
			$3,511,984.00
Guide Signs	All Required		$ 100.00
Slide Removal	All Required		250,000.00
Asphaltic Concrete Lined Ditches	All Required		500.00
Flagging (57½% of Contractors Cost)	All Required		5,000.00
			$ 255,600.00
	Subtotal		$3,767,584.00
	10% Engr. & Cont.		376,758.00
	Total		$4,144,342.00

Length of Roadway - - - - - - - - - - - -2.219 miles
Length of 2 Structures- - - - - - - - - -0.071 miles (exceptions)
Total Length- - - - - - - - - - - - - - -2.290 miles
Cost of Roadway per Mile- - - - - - - -$1,867,662.00

Federal Funds -	$3,812,000.00
State Funds -	332,342.00
	$4,144,342.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

Work Retained in P. S. & E. Status

Description	Total Funds	Federal Funds	State Funds
Work by Pacific Power & Light Co.	$2,750.00	$2,500.00	$250.00
Work by Pacific N.W. Bell Tel. Co.	2,750.00	2,500.00	250.00
Work by Western Union Tel. Co.	4,400.00	4,000.00	400.00
	$9,900.00	$9,000.00	$900.00

Oregon State Highway Department

Federal Aid
Project No. I-5-1(52)04

SISKIYOU STATION-SISKIYOU SUMMIT SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 18, 1963

Type Code 0010
Roadway (Sta. 513+33 to Sta. 634+00

Clearing and Grubbing	All Required			$ 155,000.00
Drainage Excavation, Unclassified	22,220	cu.yds.	$ 3.75	83,325.00
Embankment Foundation Excavation, Unclassified	122,000	cu.yds.	0.80	97,600.00
General Excavation, Unclassified	3,480,000	cu.yds.	0.76	2,644,800.00
Short Overhaul	15,700,000	yd.stas.	0.01	157,000.00
Long Overhaul	760,000	C-yd.stas.	0.40	304,000.00
Finishing Roadbed and Slopes	All Required			4,000.00
Rounding Cutbanks	9,400	lin.ft.	0.20	1,880.00
Seeding	100	acres	150.00	15,000.00
Mulching	100	acres	200.00	20,000.00
Grass Seed, Creeping Red Fescue	1,000	lbs.	0.60	600.00
Grass Seed, Chewings Fescue	700	lbs.	0.60	420.00
Grass Seed, Perennial Ryegrass	300	lbs.	0.25	75.00
Grass Seed, Newport Bluegrass	500	lbs.	1.00	500.00
Dutch White Clover	500	lbs.	1.00	500.00
Inorganic Fertilizer, 10-16-6	400	cwt.	5.00	2,000.00
18-inch Culvert Pipe	260	lin.ft.	5.00	1,300.00
24-inch Culvert Pipe	640	lin.ft.	8.50	5,440.00
36-inch Culvert Pipe	370	lin.ft.	15.50	5,735.00
48-inch Culvert Pipe	570	lin.ft.	27.00	15,390.00
18-inch Metal Pipe	180	lin.ft.	5.00	900.00
24-inch Metal Pipe	3,280	lin.ft.	7.75	25,420.00
30-inch Metal Pipe	550	lin.ft.	12.00	6,600.00
36-inch Metal Pipe	22	lin.ft.	16.50	363.00
48-inch Metal Pipe	960	lin.ft.	27.75	26,640.00
18-inch Culvert End Sections	6	only	50.00	300.00
24-inch Culvert End Sections	3	only	65.00	195.00
48-inch Culvert End Sections	2	only	250.00	500.00
24-inch Pipe Diaphragms	8	only	100.00	800.00
30-inch Pipe Diaphragms	4	only	110.00	440.00
12-inch Sewer Pipe	410	lin.ft.	3.50	1,435.00
8-inch Metal Drain Pipe	1,080	lin.ft.	2.50	2,700.00
8-inch Perforated Metal Drain Pipe	18,500	lin.ft.	2.60	48,100.00
12-inch Perforated Metal Drain Pipe	3,340	lin.ft.	3.80	12,692.00
15-inch Perforated Metal Drain Pipe	2,500	lin.ft.	5.00	12,500.00

Special Backfill in Drains	4,900	cu.yds.	$ 6.50	$ 31,850.00
Concrete Inlets, Type D	5	only	135.00	675.00
Concrete Inlets, Type C-1	8	only	125.00	1,000.00
Concrete Manholes	1	only	450.00	450.00
18"-24" Junction Boxes	2	only	300.00	600.00
24-inch Junction Boxes	3	only	350.00	1,050.00
48-inch Junction Boxes	2	only	450.00	900.00
Junction Box, Sta. 553+20	All	Required		450.00
Concrete Outlet Anchor Blocks	1	only	500.00	500.00
Transition Section	1	only	400.00	400.00
Grouted Rock Ditch Lining	4,480	cu.yds.	12.00	53,760.00
Type 2 Fence	1,540	rods	7.50	11,550.00
Metal Snow Fence	1,300	lin.ft.	5.00	6,500.00
Coarse Crushed Material in Base	7,000	cu.yds.	4.00	28,000.00
3/4" - 0 Material in Base	1,500	cu.yds.	4.25	6,375.00
Sprinkling	9,000	M-gal.	3.00	27,000.00
Preparation of Base	0.95	miles	500.00	475.00
Furnishing and Placing Aggregates	590	cu.yds.	5.75	3,392.50
120-150 Asphalt	43	tons	55.00	2,365.00
RS-1 Asphalt	13	tons	80.00	1,040.00
				$3,832,482.50
Guide Signs	All	Required		100.00
Slide Removal	All	Required		250,000.00
Asphaltic Concrete Lined Ditches	All	Required		500.00
Flagging (57½% of Contractor's Cost)	All	Required		5,000.00
				$ 255,600.00
Utilities				
Work by Pacific Power and Light Co.	All	Required		$ 2,500.00
Work by Pacific N.W. Bell Tel. Co.	All	Required		2,500.00
Work by Western Union Tel. Co.	All	Required		4,000.00
				$ 9,000.00
		Subtotal		$4,097,082.50
		10% Engr. & Cont.		409,707.50
		Total		$4,506,790.00

Length of Roadway	2.219 miles
Length of 2 Structures	0.071 mile (Exceptions)
Total Length	2.290 miles
Cost of Roadway Per Mile	$2,031,000.49

Federal Funds	$4,146,000.00
State Funds	360,790.00
	$4,506,790.00

Oregon State Highway Department

Federal-Aid
Project No. I-5-1(52)04

SISKIYOU STATION-SISKIYOU SUMMIT SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 21, 1963

Type Code 0010
Roadway (Sta. 513+33 to Sta. 634+00)

Clearing and Grubbing	All Required		$ 155,000.00
Drainage Excavation, Unclassified	17,400 cu.yds.	$ 3.75	65,250.00
Embankment Foundation Excavation, Unclassified	68,000 cu.yds.	0.80	54,400.00
General Excavation, Unclassified	3,540,000 cu.yds.	0.76	2,690,400.00
Short Overhaul	15,700,000 yd.stas.	0.01	157,000.00
Long Overhaul	760,000 C-yd.stas.	0.40	304,000.00
Finishing Roadbed and Slopes	All Required		4,000.00
Rounding Cutbanks	9,400 lin.ft.	0.20	1,880.00
Seeding	100 acres	150.00	15,000.00
Mulching	100 acres	200.00	20,000.00
Grass Seed, Creeping Red Fescue	1,000 lbs.	0.60	600.00
Grass Seed, Chewings Fescue	700 lbs.	0.60	420.00
Grass Seed, Perennial Ryegrass	300 lbs.	0.25	75.00
Grass Seed, Newport Bluegrass	500 lbs.	1.00	500.00
Dutch White Clover	500 lbs.	1.00	500.00
Inorganic Fertilizer, 10-16-8	400 cwt.	5.00	2,000.00
18-inch Culvert Pipe	260 lin.ft.	5.00	1,300.00
24-inch Culvert Pipe	640 lin.ft.	8.50	5,440.00
36-inch Culvert Pipe	370 lin.ft.	15.50	5,735.00
48-inch Culvert Pipe	570 lin.ft.	27.00	15,390.00
18-inch Metal Pipe	180 lin.ft.	5.00	900.00
24-inch Metal Pipe	3,280 lin.ft.	7.75	25,420.00
30-inch Metal Pipe	550 lin.ft.	12.00	6,600.00
36-inch Metal Pipe	22 lin.ft.	16.50	363.00
48-inch Metal Pipe	960 lin.ft.	27.75	26,640.00
18-inch Culvert End Sections	6 only	50.00	300.00
24-inch Culvert End Sections	3 only	65.00	195.00
48-inch Culvert End Sections	2 only	250.00	500.00
24-inch Pipe Diaphragms	8 only	100.00	800.00
30-inch Pipe Diaphragms	4 only	110.00	440.00
12-inch Sewer Pipe	410 lin.ft.	3.50	1,435.00
8-inch Metal Drain Pipe	1,080 lin.ft.	2.50	2,700.00
8-inch Perforated Metal Drain Pipe	18,500 lin.ft.	2.60	48,100.00
12-inch Perforated Metal Drain Pipe	3,340 lin.ft.	3.80	12,692.00
15-inch Perforated Metal Drain Pipe	2,500 lin.ft.	5.00	12,500.00
Special Backfill in Drains	4,900 cu.yds.	6.50	31,850.00

Concrete Inlets, Type D	5 only	$135.00	$ 675.00
Concrete Inlets, Type G-1	8 only	125.00	1,000.00
Concrete Manholes	1 only	450.00	450.00
18" - 24" Junction Boxes	2 only	300.00	600.00
24-inch Junction Boxes	3 only	350.00	1,050.00
48-inch Junction Boxes	2 only	450.00	900.00
Junction Box, Sta. 553+20	All Required		450.00
Concrete Outlet Anchor Blocks	1 only	500.00	500.00
Transition Section	1 only	400.00	400.00
Grouted Rock Ditch Lining	4,480 cu.yds.	12.00	53,760.00
Type 2 Fence	1,540 rods	7.50	11,550.00
Metal Snow Fence	1,300 lin.ft.	5.00	6,500.00
Coarse Crushed Material in Base	7,000 cu.yds.	4.00	28,000.00
3/4" - 0 Material in Base	1,500 cu.yds.	4.25	6,375.00
Sprinkling	9,000 M-gals.	3.00	27,000.00
Preparation of Base	0.95 mile	500.00	475.00
Furnishing and Placing Aggregates	590 cu.yds.	5.75	3,392.50
120-150 Asphalt	43 tons	55.00	2,365.00
RS-1 Asphalt	13 tons	80.00	1,040.00
			$3,816,807.50
Guide Signs	All Required		$ 100.00
Slide Removal	All Required		250,000.00
Asphaltic Concrete Lined Ditches	All Required		500.00
Flagging (57½% of Contractor's Cost)	All Required		5,000.00
			$ 255,600.00
Utilities			
Work by Pacific Power and Light Co.	All Required		$ 2,500.00
Work by Pacific N.W. Bell Tel. Co.	All Required		2,500.00
Work by Western Union Tel. Co.	All Required		4,000.00
			$ 9,000.00
	Subtotal		$4,081,407.50
	10% Engr. & Cont.		408,140.50
	Total		$4,489,548.00

Length of Roadway	2.219 miles
Length of 2 Structures	0.071 mile (Overpass)
Total Length	2.290 miles
Cost of Roadway Per Mile	$2,023,230.28

Federal Funds	$4,130,000.00
State Funds	359,548.00
	$4,489,548.00

RECEIVED
MAR 30 1965
FOR FILING

March 29, 1965

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization is anticipated on the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway, Contract No. 6360, in Jackson County. The contractor is Slate-Hall Company.

The original project authorization was $4,248,675.00. The present estimate of cost is $5,199,230.18, an overrun of $950,573.18 or 22.37 per cent.

Reasons for the overrun can be attributed entirely to the increase in required embankment foundation excavation. The methods set up and employed for stabilizing the embankment foundations on this project are the same methods which have proven to be successful on other heavy work in Division 3. One of the steps found necessary and considered to be of vital importance is to remove all in-place foundation materials not capable of supporting the loads to be imposed upon them.

Preconstruction investigations indicated extensive foundation excavation would be required and the plan typical sections outlined this work. However, the geologic unit crossed by this unit is extremely complex. The true conditions underground can only be determined by laying them open during construction. Removal of soft and saturated materials was continued until a positive firm foundation for the proposed embankment was encountered and effective subdrainage could be installed. The extent of this work, considered necessary for stable fills, went considerably beyond the plan typical sections and is the cause of the overrun.

Your approval of increasing the authorization amount from $4,248,567.00 to $5,199,230.18 is recommended.

This matter will be on the agenda at the April 20 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
Lloyd Shaw
V. D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

GLD:fp:sw

FORM H-90 BDM 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 1, 1965

SUBJECT: Siskiyou Station-Siskiyou Summit Section
Pacific Highway
Contract No. 6360

To:

Mr. L. P. Shaw
Assistant State Highway Engineer
BUILDING

A report on expected overrun of project authorization is attached, showing an expected overrun of $950,573.18 or 22.37 per cent.

The principal cause of the overrun is the large increase in Embankment Foundation Excavation found necessary at three locations: (1) the Siskiyou Interchange area; (2) Between Stations 533 and 572; and (3) Between Stations 612 and 634.

A rather detailed report on this subject has been prepared for the Bureau of Public Roads at their request. A copy is attached as a part of this submittal.

Approval of the increase is recommended.

A rough draft of a suggested letter to the Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker

G. L. Decker
Assistant Construction Engineer

GLD:fp
Attach.
cc L. H. Young

NOTED
LLOYD P. SHAW

RECEIVED
FEB 15 1965
FOR FILING

Form B-206-OM

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement. Additional funds are not required.
Date DEC 2 1964 M E Martin
Dist. Engineer
U.S. Bureau of Public Roads

NOTED
LLOYD P. SHAW

Project Name Siskiyou Station-Siskiyou Summit ..... Date Dec. 21 19 64

Highway Pacific ..... Contract No. 6360

County Jackson ..... Prefix 615-1011

Contractor Slate-Hall ..... F. A. Project No. I-5-1(52)04

Address 7805 S.W. 40th Ave., Portland 19, Oregon ..... Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Repair of storm damage to detour adjacent to Sta. 540±. Equipment rental rates shall be in accordance with the State-AGC agreement and percentages allowable to the contractor in accordance with the executed contract for this job.

Location by station numbers:

Station 540±

Estimate of quantities and cost:

Estimated materials, labor and equipment, including contractor's 15% $7,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work is necessary for the repair of damage incurred during Dec. 21, 1964 storm. Work began December 21, 1964 as per telephone conversation with L. W. Rulien.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$4,248,657.00	
Present estimate of project cost, including $7,000.00 for work under this order	$5,162,128.63	
Expected ~~under-run~~ over-run amount	$ 913,471.63	
Expected ~~under-run~~ over-run per cent	21.5%	

Submitted by: /s/ D. H. Haller, Jr.
D.H. Haller Jr. Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
Office Deputy State Highway Engineer or ~~Assistant State Highway Engineer~~

State Printing Copy To Young 2-15-65

RECEIVED
MAY 2 1965

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Siskiyou Station-Siskiyou Summit Date December 7, 1964, 19

Highway Pacific Contract No. 6360

County Jackson Kind of Work Grading Contractor Slate-Hall

Contract Amount $ 3,511,984.00

Expected over-runs and under-runs in contract items:

		Quantity	Unit Price	Amount
Major items, itemized:				
#3, Emb. Fnd. Exc.	Overrun	998,000.0	$ 1.00	$998,000.00
#4, General Exc.	"	270,000.0	0.70	189,000.00
#5, Short overhaul	"	1,217,500	0.004	4,870.00
#6, Long overhaul	"	58,900	0.25	14,725.00
#36, Special Backfill	"	4,100	7.00	28,700.00
#46, Grouted Rock Ditch Lining - Underrun		4,480	36.00	-161,280.00

Minor items, unitemized algebraic total ..... Overrun ..... + 35,157.50

Subtotal ..... $ 4,621,156.50

Approved work orders (Price, extra work and state force orders) ..... $ 204,099.10

Expected over-runs and under-runs in work orders: Amount

Major items, itemized:

E.W.O. #2, Slide Correction	Overrun		$20,000.00
P.A. #5, 3/4" - 1/4" Backfill	Overrun	6,000 yd. @ $6.75	40,500.00
P.A. #6, Corrected and added to Bid items #3 above.			
P.A. #2, Corrected and added to Bid item #4 above.			

Minor items, unitemized algebraic total ..... Overrun ..... + 4,723.03

Subtotal ..... $ 4,890,478.63

Authorization for engineering ..... $ 302,126.72

Expected under-run of engineering authorization ..... $ - 42,126.72

Costs not included above (explain) A.C. Lined Ditches, $500.00, Signing $100.00 ..... $ 600.00

Allowance for future contingencies (4½ % of work remaining) ..... $ 48,151.55

Credits to come from transfers and deductions ..... $ none

Present estimate of project cost ..... $ 5,199,230.18

Brief Statement of principal causes of over-run: The principal cause of the overrun is the increase in Emb. Fnd. Exc. Approximately 560,000 cu. yd. of this material was wasted which will require an additional quanity of general exc. to fill the resultant void.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 4,248,657.00
Present estimate of project cost	$ 5,199,230.18
Expected over-run (Amount)	$ 950,573.18
Expected over-run (per cent)	22.37%

Space to right of this line is for use of Salem office.

Submitted by: D. H. Haller Jr. Resident Engineer

Confirmed by: Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719

Form No. E-372—10M—7-58

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Siskiyou Station-Siskiyou Summit Date December 7, 1964, 19

Highway Pacific Contract No. 6360

County Jackson Kind of Work Grading Contractor Slate-Hall

Contract Amount $ 3,511,984.00

Expected over-runs and under-runs in contract items:

		Quantity	Unit Price	Amount
Major items, itemized:				
#3, Emb. Fnd. Exc.	Overrun	998,000.0	$ 1.00	$998,000.00
#4, General Exc.	"	270,000.0	0.70	189,000.00
#5, Short overhaul	"	1,217,500	0.004	4,870.00
#6, Long overhaul	"	58,900	0.25	14,725.00
#36, Special Backfill	"	4,100	7.00	28,700.00
#46, Grouted Rock Ditch Lining - Underrun		4,480	36.00	-161,280.00

Minor items, unitemized algebraic total Overrun + 35,157.50

Subtotal $ 4,621,156.50

Approved work orders (Price, extra work and state force orders) $ 204,099.10

Expected over-runs and under-runs in work orders:

			Amount
Major items, itemized:			
E.W.O. #2, Slide Correction		Overrun	$20,000.00
P.A. #5, 3/4" - 1/4" Backfill	Overrun	6,000 yd. @ $6.75	40,500.00
P.A. #6, Corrected and added to Bid items #3 above.			
P.A. #2, Corrected and added to Bid item #4 above.			

Minor items, unitemized algebraic total Overrun + 4,723.03

Subtotal $ 4,890,478.63

Authorization for engineering $ 302,126.72

Expected ~~over-run~~ under-run of engineering authorization $ - 42,126.72

Costs not included above (explain) A.C. Lined Ditches, $500.00, Signing $100.00 $ 600.00

Allowance for future contingencies (4½ % of work remaining) $ 48,151.55

Credits to come from transfers and deductions $ none

Present estimate of project cost $ 5,199,230.18

Brief Statement of principal causes of over-run: The principal cause of the overrun is the increase in Emb. Fnd. Exc. Approximately 560,000 cu. yd. of this material was wasted which will require an additional quanity of general exc. to fill the resultant void.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem office.
Project authorization	$ 4,248,657.00	
Present estimate of project cost	$ 5,199,230.18	
Expected over-run (Amount)	$ 950,573.18	
Expected over-run (per cent)	22.37%	

Submitted by: D. H. Haller Jr., Resident Engineer

Confirmed by: Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 30719

Form E-208—63M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required
Date DEC 3 1964
District Engineer
U.S. Bureau of Public Roads

Project Name	Siskiyou Station-Siskiyou Summit	Date	November 23, 1964
Highway	Pacific	Contract No.	6360
County	Jackson	Prefix	615-1011
Contractor	Slate-Hall	F. A. Project No.	I-5-1(52)04
Address	7805 S.W. 40th Ave., Portland, Oregon	Order No.	5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Temporary installation of directional signs, guide posts, and barricades at detour Siskiyou Station Interchange.

Equipment rental rates shall be in accordance with the State AGC agreement and percentages allowable to the contractor in accordance with the special provisions for this contract.

Location by station numbers:

Left of Station L^S 526.

Estimate of quantities and cost:

Estimated materials, labor and equipment, including contractor's 15% - $500.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work is necessary to guide traffic to and from the detour and the existing Pacific Highway. Work to be started by December 10, 1964.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$4,248,657.00
Present estimate of project cost, including $500.00 for work under this order	$4,887,621.86
Expected under-run / over-run amount	$638,964.86
Expected under-run / over-run per cent	15.04%

Space to right of this line is for use of Salem Office

Submitted by: /s/ R. L. Poindexter for D. H. Haller, Jr. — Resident Engineer

Approval Recommended: /s/ G. L. Decker Asst. — Construction Engineer or ~~District Engineer~~

Approval Recommended: /s/ L. W. Rulien — Division Engineer

Approved /s/ L. H. Young — ~~State Highway Engineer~~ Assistant State Highway Engineer or Office Engineer.

State Printing Copy to Young 12-06-64

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: Sept. 19, 1964
SECTION: Siskiyou Sta.- Summit		SECTION PREFIX: 615-1011
HIGHWAY: Pacific		COUNTY: Jackson
NAME OF JOB: Siskiyou Sta.- Siskiyou Summit	KIND OF WORK: Grading.	
CONTRACTOR: Slate-Hall	CONTRACT NUMBER: 6360	FEDERAL AID PROJECT NUMBER: I-5-1(52)04
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: December 4, 1963	ESTIMATED COMPLETION DATE: May 1, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 168 SUPERVISION: 21	SPECIFIED WORK DAYS: May 1, 1965	WORK DAYS USED: 205 used, 154 remaining
PROJECT AUTHORIZATION: $ 4,248,657.00	ENGINEERING AUTHORIZATION $ 302, 126.72	PERCENT OF TIME ELAPSED: 57.1%
EXCLUSIVE OF ENGINEERING: $ 3,946,530.28	ENGINEERING COST TO DATE $ 135,367.86	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 4,400,398.91	PERCENT OF AUTHORIZATION 44.8%	47.0%
ESTIMATED PERCENT: OVERRUN XXXXX 11.5%	DATE PROJECT WAS COMPLETED:	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
90%	23.0%	69.2%	- - -	0	0		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.22				
MILES PARTIALLY COMPLETED	2.22	0		0	
MILES COMPLETED	0	0		0	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,480,000	8,500		56	
TOTAL QUANTITIES CORRECTED TO DATE	3,480,000	8,500		56	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	2,406,880	0		0	
AVERAGE DAILY QUANTITIES	32,010	0			
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	6,968	55			
NUMBER OF SHIFTS PER DAY	2				
HOURS PER SHIFT	9 6 days				

EQUIPMENT USED DURING THE WEEK: 5 D8 Cats W/scrapers, 5 D9 Cats, 11 D8 Cats, 2 14D blades, 1 80D shovel, 1 88B shovel, 18 Payhaulers, 9 TS24 scrpaers, 1 9" rotary drill, 4 5" drills, 1 Backhoe, 1 belt loader, 1 dragline.

	WEATHER	DELAY	CAUSE OF DELAY
SUNDAY		20HR. DAY	
MONDAY	Fair	0	
TUESDAY	Fair	0	
WEDNESDAY	Fair	0	
THURSDAY	O'cast with showers	0	
FRIDAY	Fair	0	
SATURDAY	Fair	0	

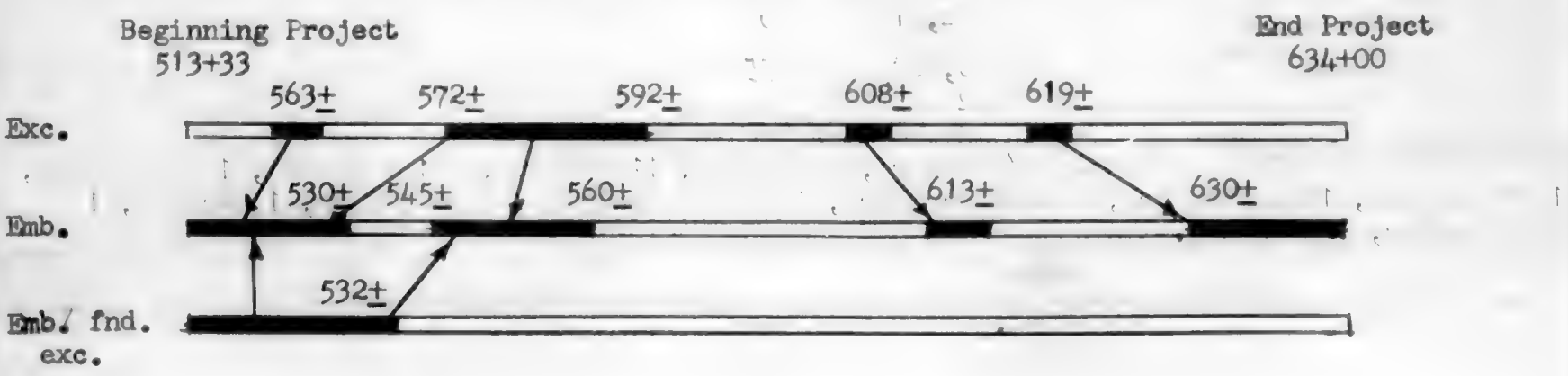
NOTED
CONSTRUCTION DIVISION
SEP 23 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	Dragline exc. trenches in Int'ch. Exc. runoff ditch @ sta. "B" 528±,lt. Constr. 48" junction box @ sta. "B" 529±,rt. Exc. emb. fnd. @ sta. 545±, mat'l. placed on fill @ sta. 550±. Exc. summit cut, mat'l. placed on fill @ sta. 550± & Int'ch. Installing 8" perf. @ sta. 563±,lt. Drill operation @ sta. 619±, loading shot. Night shift same
TUESDAY	As Monday.
WEDNESDAY	As Monday. Subcontractor hauling backfill to Int'ch. trenches, during dayshift only.
THURSDAY	As Wednesday. Exc. emb. fnd. @ sta. 526±, in P.M. No backfill mat'l. hauled.
FRIDAY	As Thursday.
SATURDAY	Contractor working on detour around slide area on Hwy. #99. 1-D8; 1-D9, Cat 14 Blade, 2 Drills, Water Wago

REMARKS

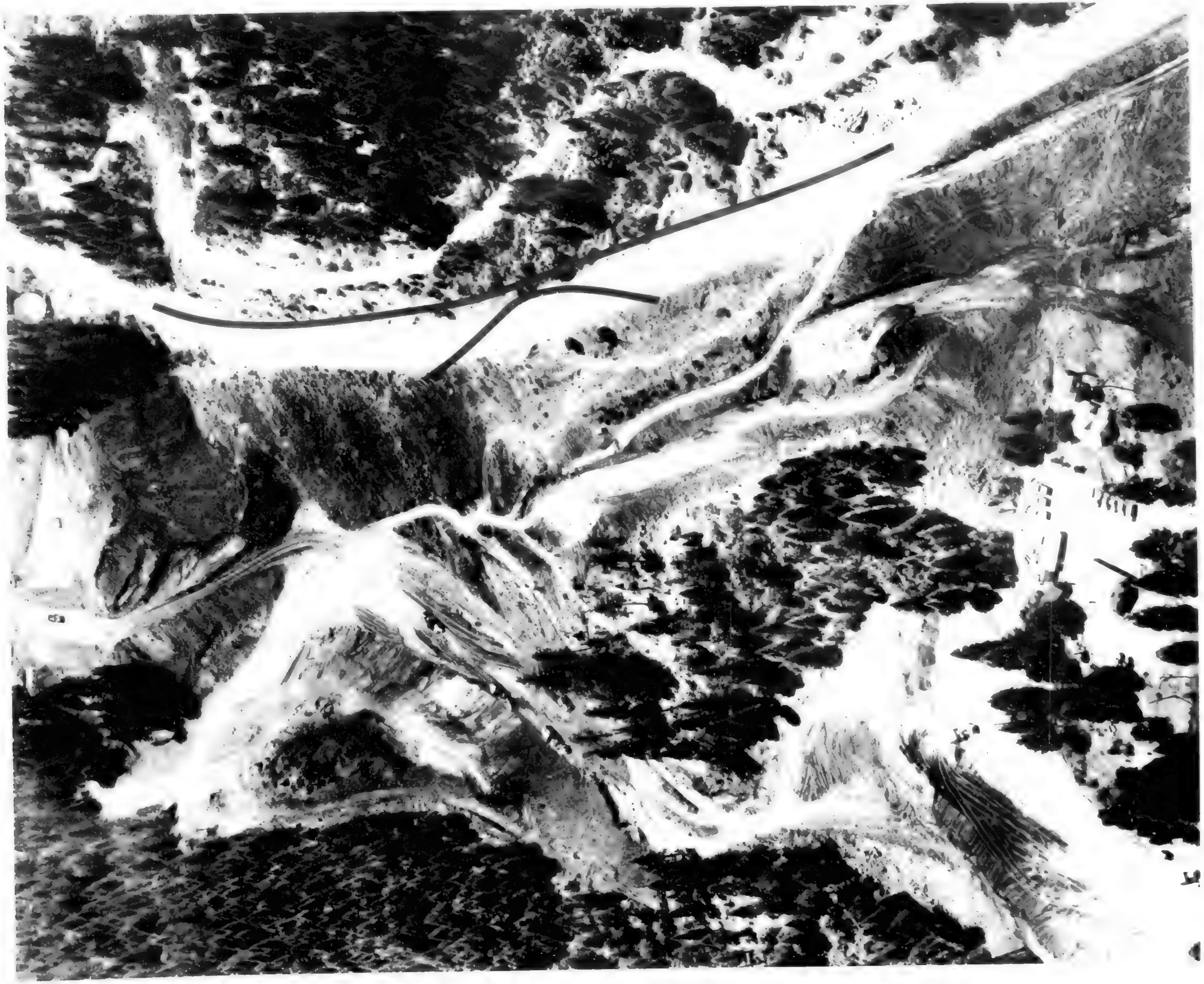
Status of slide & detour on U.S. #99 adjacent to sta. 545± as of 2:00 P.M. Saturday: Highway has dropped approx. 14". An emergency one way detour is now available if necessary, how ever, U.S. #99 is being used. Hwy. #99 is being maintained with decomposed granite because volumes are too large to justify A.C. until a stablized condition is reached. Flagmen and lights 24 hours per day. Traffic delays 5 minutes or less.



SIGNED D.H. Haller Jr., Res. Engr.

ADDRESS 1685 Hwy. 66, Ashland, Oregon

SEND ORIGINAL TO SALEM OFFICE. (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.



Slide

Detour - F Line alignment

D. H. HALLER JR.
1685 HWY. - 66
ASHLAND, OREGON 97520

A-2143

RECEIVED
SEP 22 1964
FOR FILING

FORM E-BOX—80M—10-62 46823

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1964

SUBJECT: File No. 35842 - Morrison
Siskiyou Sta.-Siskiyou Summit
Pacific Highway
Jackson County

TO: Mr. D. H. Haller, Jr.
Resident Engineer

District 3

I am returning the Information for Grant or Indenture of Access application dated August 26, 1964.

An Indenture of Access is not necessary to change the location of the access point on Colestine Road. The language in the option was intended to specify the location of the access to be constructed by the State and was not meant to be access control.

The deed which has been recorded, shows denial of access to the freeway only. You may change the location of the access to the County road without affecting the access restriction which appears in the public record.

Mr. Morrison has unrestricted access to the County road and need only comply with such restrictions as are imposed by Jackson County.

L. I. LINDAS
Chief Counsel

By

D. H. Moehring
Assistant Right of Way Engineer

DHM:SM
cc: Lloyd P. Shaw
F. D. Morgan
Attn: G. L. Decker
L. H. Chandler
Attn: L. Rulien
Attachments

RECEIVED
SEP 14 1964
FOR FILING

FORM E-807 2M—10-60 84677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 9, 1964

To: Mr. Walter T. Wright
Right of Way Engineer
BUILDING

SUBJECT: Change of Access Locations
Siskiyou Sta.-Siskiyou Summit
Contract 6360
Pacific Highway

Herewith two requests for change of access locations which are to be constructed under this contract. Reasons for these requests are set forth in the attached copy of my letter of September 2, 1964 to Mr. Shaw.

It is the recommendation of this office and approved by Mr. Shaw that the changes be granted.

F. D. Morgan
Construction Engineer

By

ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Ass't. Construction Engineer

EAP:ra

Attach.

cc: L. P. Shaw
L. R. Chandler

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 8 - 1964

FORM E-20 50M 12-63 54676

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2, 1964

SUBJECT: Changes of Access Locations
Siskiyou Station-Siskiyou Summit Section
Pacific Highway
Contract No. 6360

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Attached are two requests for changes in the location of access points which are to be constructed under this contract. The requests were originated by our Resident Engineer because of grade line problems encountered during the construction. One of the relocations (Morrison, File 35842) is 100 feet, and the other (Larson, File 35845) is only 50 feet.

No change in use restriction is requested. This has been discussed with the Bureau of Public Roads and their approval will be routine.

Your approval is recommended.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:bjm
Attachments

cc: W. T. Wright

OFFICE OF
STATE HIGHWAY ENGINEER

Attachment signed by Mr. Shaw
and returned to Decker
9-8-64

6361

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

August 20, 1964
Original signed by
M. E. Martin 08-35.4-EC
Dist. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

Oregon Project I-5 1(52)04
Siskiyou Sta.-Siskiyou Summit
Western Union Telegraph Company Adjustment

Our memorandum dated October 28, 1963 approved the P.S. & E. documents for the physical construction phase of the subject project; subsequently our memorandum dated January 9, 1964 authorized you to proceed with the actual adjustment for the subject utility. However, due to the unforeseen difficulty of obtaining an easement by the utility company from a private party as outlined in Mr. Preston's July 29, 1964 letter and further clarification in Mr. Litchfield's August 14, 1964 letter, a change in this adjustment has become necessary.

We are hereby approving the revised plan and estimate as covered by Mr. Preston's August 14, 1964 letter, as Alternate (5) which provides for the access control line to be moved in between about stations 510 to 519 to accommodate this utility. This access control line move is with the understanding that adequate right-of-way width for construction and maintenance will remain inside the changed access control line.

You are authorized to proceed with the actual adjustment for the revised plan effective this date for the above mentioned utility. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-3 dated August 15, 1955 and supplements thereto.

NOTED
LLOYD P. SHAW

RECEIVED
AUG 26 1964
FOR FILING

I-5-1(52)04

477 Cottage Street N.E.
Salem, Oregon 97301

August 11, 1964

08-35.2-22

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-1(52)04
Siskiyou Station-Siskiyou Summit Section
Western Union Pedestrian Locked Gate

With reference to Mr. Litchfield's letter of July 29, 1964, the pertinent documents associated with the proposed revision to the planned re-location of the subject utility, with locked gate access, have been reviewed by this office and that of our Regional Right-of-Way Engineer.

We are very reluctant to recommend approval of the present plan simply because the utility is unwilling to condemn right-of-way in performing work pursuant to its agreement with the State.

We realize that any other location in this vicinity would involve the same problem with the possible exception of the existing crossing, occupied by prescriptive right, at approximate station 520; however, the height of the embankment at this location appears to render this crossing impractical.

We believe, therefore, that the agreement should be carried out and work should be expedited on the originally proposed crossing in order to minimize delay to the current roadway construction.

NOTED
LLOYD R. SHAW

Copy to Young
& Morgan 8-18

RECEIVED
AUG 26 1964
Highway Division

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Siskiyou Station - Siskiyou Summit Date August 1, 1964

Highway 99 (Calif.) Contract No. 6360

County Jackson Prefix 615-1011

Contractor State - Hall F. A. Project No. I-5-1(52)04

Address 7305 S. W. 40th Ave., Portland 19, Oregon Order No. 4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Drill holes into top of overhead chamber in drain tunnel to facilitate filling with Special Backfill material.

Equipment rental rates shall be in accordance with the State A.G.C. agreement and percentages allowable to the contractor in accordance with the Special Provisions for this contract. Special backfill shall be at the price bid for this contract. Work began 7/21/64 as per approval by Division Office.

Location by station numbers:

Station 543+00 to right.

Estimate of quantities and cost:

Labor	$150.00
Equipment	$350.00
Total	$500.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

A secondary chamber was discovered above the main drain tunnel that could not be filled from the main tunnel.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$4,248,657.00
Present estimate of project cost, including $500.00 for work under this order	$4,624,409.84
Expected ~~under-run~~ over-run amount	$375,752.84
Expected ~~under-run~~ over-run per cent	8.87%

Space to right of this line is for use of Salem Office

Submitted by: /s/ D. H. Haller, Jr. Res. Engr. — Resident Engineer

Approval Recommended: /s/ G. L. Decker Asst. — Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien — Division Engineer

Approved /s/ L. H. Young — Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing Orig to Young 8-11

RECEIVED
AUG - 3 1964
DEPT. PLNG

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 29, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Western Union Telegraph Co. Adjustment
Siskiyou Sta.-Siskiyou Summit Section
Pacific Highway - Jackson County
Project No. I-5-1(52)04
Contract No. 6360
Western Union File: 562-64 Siskiyou, Ore.

Dear Sir:

Herewith is the following data pertaining to the above subject:

(1) Two copies of a letter from Western Union Telegraph Company dated April 13, 1964, stating they would need to increase their original estimate by $2,500.00 to take care of unanticipated right of way costs.

(2) Two copies of the writer's letter to the company dated May 12, 1964, asking for further investigation.

(3) Two copies of Western Union Telegraph Company's revised estimate of cost for making the relocation.

(4) Two copies of a sketch map showing the proposed revised relocation in red and the proposed relocation approved by the Bureau of Public Roads on January 9, 1964, in blue.

(5) Two copies of a letter from Western Union dated July 2, 1964, stating they will not initiate a condemnation for right of way across the Alley property.

(6) Two copies of Western Union's letter of July 24, 1964, advising that the company occupies its present location across the Alley property by prescriptive right only.

(7) Two copies of our Chief Counsel's letter of July 29, 1964, advising that the State does not have the authority to initiate a condemnation proceeding to obtain right of way for a telegraph utility.

Your approval of this agreement as evidenced above, including a pedestrian locked gate in the northerly right of way fence opposite approximate Station 518, and authorization to proceed with the work under the provisions of PPM 30-4 is requested.

Your early attention to this matter will be appreciated, as Western Union's poles in their present location will interfere with the contractor's operations in the near future.

Very truly yours,

F. D. Morgan
Construction Engineer

By Phil G. Preston
Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm
encs.

cc: L. P. Shaw
D. B. Parkes (2)
L. I. Lindas (2)
P. R. Barnhart

RECEIVED
JUL 30 1964
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-1[illegible] 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

Mr Shaw

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 29, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.

Re: Western Union Telegraph Easement
Robert L. Alley
File No. 35863
Siskiyou Summit Section
Interstate System #5

Dear Mr. Parsons:

For reasons which appear below it is deemed inadvisable for the Oregon State Highway Department to attempt further to obtain an easement for Western Union's double pole structures and lines outside the highway right of way where the same cross the highway and the remaining property of Robert L. Alley. It is, therefore, requested that permission be granted to allow said poles and anchors to be installed within said Interstate #5 right of way at points opposite Highway Engineer's Centerline Stations 510+75 on the northerly side and 510+00 on the southerly side of the right of way, as shown on the attached drawing prepared by Western Union. Permission is also requested for routing Western Union lines inside and along the northerly right of way line and the construction of a pedestrian access gate near Centerline Station 518, all as shown in detail on the aforesaid Western Union drawing dated May 18, 1964. The total estimated cost of this work is $8,678.00 under previously authorized plan as shown in blue on the aforementioned drawing.

Under existing Oregon Statutes, this department cannot condemn right of way for a telegraph utility.

Western Union in its letter of July 2, 1964, a copy of which is attached hereto, has expressed an unwillingness to condemn an easement at this location.

Negotiations by both Western Union and this department with the landowner have been unsuccessful and completely unsatisfactory as he demands either $1,000 or $100 annually for a 30-year easement. When this department acquired right of way for the new highway, a settlement was made for land from this owner at the rate of $50 per acre plus an allowance for timber. Only a fraction of one acre of land is required for this easement, as the width of the land is approximately 75 feet and will be clear-spanned by the telegraph lines.

We have been unable to learn the reason for these unreasonable demands upon Western Union, but it is known that no easement agreement in writing exists for Western Union's present location on the Alley property. It should be pointed out that the owner is a difficult individual with whom to deal. He was a resident in a mental hospital after being declared mentally ill on October 20, 1960, until conditionally discharged pursuant to ORS 426.300(1)(c) on January 1, 1962. On December 3, 1963, the Circuit Court of Oregon for the County of Jackson declared him competent.

Very truly yours,

L. I. Lindas
Chief Counsel

LIL:lb
Enclosure
cc--Lloyd P. Shaw
--W. T. Wright
--T. W. Litchfield

RECEIVED
JUL 30 1964
OFFICE OF
STATE HIGHWAY ENGINEER

THE WESTERN U: N TELEGRAPH COMPANY
125-12TH STREET
OAKLAND, CALIF.

F. L. SULLOWAY
AREA PLANT SUPERINTENDENT

July 2, 1964

EST 562-64 - Siskiyou, Oregon

Mr. F. D. Morgan, Construction Engineer
State Highway Department
State of Oregon
Salem, Oregon 97310

CONSTRUCTION DIVISION
JUL 6 1964

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Mr. Morgan:

This is in reference to your letter of June 30, 1964 concerning the above subject and your file 35863.

We understood from our telephone conversation that the Telegraph Company was being asked to initiate a condemning action for the needed right of way from Mr. Alley. This we object to; however, we have no objection to the State of Oregon condemning the property of Mr. Alley for the right of way for our facilities that require relocation. We feel, however, that every effort should be made to reach an agreement with Mr. Alley regarding the proposed easement in order to avoid condemnation.

Either of the two plans of relocation is acceptable to the Telegraph Company, but the second plan which bypasses the Alley property is the shortest route with an estimated cost reduction of $350.00 from the original plan.

Yours truly,

F. L. Sulloway
Division Superintendent
Plant & Engineering

By: W R Lee
Division Supervisor of Lines

NOTED
J. HERSHBERGER

RECEIVED
JUL 20 1964
FOR FILING

477 Cottage Street N.E.
Salem, Oregon

July 6, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

08-35-EC

A. W. Parsons, Division Engineer
Salem, Oregon

By M. E. Martin
District Engineer

Oregon Project I-5-1(52)04
Siskiyou Station-Siskiyou Summit
Western Union Telegraph Co. Utility Adjustment

Our January 9, 1964 memorandum authorized you to proceed with the subject adjustment based on the plans and estimate submitted with Mr. Young's December 27, 1963 letter. Subsequently, Extra Work Order No. 3 was approved on February 17, 1964, to have the contractor accomplish some of the utility's clearing within State highway rights-of-way.

Mr. Young's November 22, 1963 letter certified that all rights-of-way or rights-of-entry had been acquired. Subparagraph 5a of PPM 30-3 in connection with railroad work notes that "The costs of rights-of-way will be reimbursed only in the event the funds used to finance the project are programed specifically for the payment of such costs." We understand easements outside the highway right-of-way may be involved; however, neither the program documents or the utility's estimate indicate specifically the cost of such acquisition. Under these circumstances, we assume that such right-of-way costs are a minor amount and that participation is not desired.

original to Young
7-20-64

NOTED
LLOYD P. SHAW

RECEIVED
JUN 8 - 1964
FOR FILING

June 5, 1964

Mr. Charles Donahue
Solicitor of Labor
U. S. Department of Labor
815 Mount Vernon Place, N. W.
Washington 25, D. C.

Dear Sir:

This is in connection with Federal-Aid Highway Project No. I-5-1 52)04, Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County, Oregon, which is covered by Labor Decision No. AC-9,084, dated October 4, 1963.

The contractor on the above-named project, is employing a Ko-Cal Loader. The labor decision for said project does not carry a wage rate for the operator of this piece of equipment.

According to Labor Bulletin No. 18-62 as issued on May 22, 1962, by the Portland Chapter of Associated General Contractors of America, Inc., the A.G.C. Wage and Labor Committee met with representatives of Local No. 701 and arrived at a wage scale as follows:

Kolman Conveyors and Ko-Cal
Loaders and Similar Types — $4.29 per hour

In conformance with the provisions in Regulations Part 5, Title 29, C.F.R., paragraph 5.5 1) ii), we are establishing the above classification and rate as a minimum for use on this project.

Please advise if this does not meet with your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

AB:bb

cc: Mr. A. W. Parsons, BPR
Mr. F. D. Morgan
Mr. L. R. Chandler
Mr. Don Haller
Mr. V. G. O'Neil

RECEIVED
MAY 1 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FREDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 6, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Contract Method for Clearing
Pacific N.W. Bell Tel. Co. Right of Way
Siskiyou Sta.-Siskiyou Summit Section
Pacific Highway - Jackson County
Project: I-5-1(52)04 - Contract: 6360
Pac.N.W.Bell's File: R.O. #75235

Dear Sir:

As stated in the writer's letter of April 15, 1964, we are attaching the following letters concerning the contract method for clearing of new right of way for Pacific Northwest Bell Telephone Company's relocation on this project:

(1) 2 copies of the telephone company's letter transmitting the bids received for clearing of right of way.

(2) 2 copies of a letter from Slate-Hall, contractors, submitting a bid of $2,500.00 lump sum.

(3) 2 copies of a letter from Linebaugh Bros. submitting a bid of $1,192.00 lump sum.

(4) 2 copies of letter from Kinnan Logging Co. submitting a bid of $900.00 lump sum.

The low bid of $900.00 lump sum submitted by Kinnan Logging Co. was accepted by the telephone company and approved on April 27, 1964 by the State after a telephone conversation between Phil Preston and Ted Dec.

Your letter of April 21, 1964 authorized the use of the contract method and approved a lump sum settlement of $1,973.00, excluding the contract work as outlined in our letter of April 15, 1964. The State is obligated to reimburse the company 80% of Group C. Since the contract work is all in Group C, the State will be obligated to reimburse the company 80% of $900.00, or $720.00 for the contract work.

NOTED
LLOYD P. SHAW

The following lump sum amounts have now been approved:

Group B	100%	$971	= $ 971
Group C	80%	$1852	= $1002
Group C	80%	$900	= $ 720
		Total Cost to State	$2693

It is our understanding when you have authorized the use of the contract method it is not necessary for you to formally approve the low bid amount; therefore, we are sending the above-mentioned material for your information.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

Attachments

cc: L. P. Shaw
D. B. Parkes (2)
P. R. Barnhart

RECEIVED
MAR 10 1964
FOR FILING

6360

March 9, 1964

Mr. Claude J. Miller
12299 Highway 99 South
Ashland, Oregon

Dear Mr. Miller:

In regard to the blasting you mention in your letter of March 2, under the terms of State contracts contractors are responsible for damage created by their operations, including blasting. For this reason, it is advised that you keep in touch with Slate and Hall concerning this matter.

This letter will serve as acknowledgment of the grievance as you requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter

Oregon State Hwy Comm;
Salem,Ore

REFERRED TO
Forrest Cooper
BY SECRETARY

Ashland,)re-3-~~2~~-2-64

The blasting a top of the Siskiyou pass-On Hwy 99 sou-Has become so Immense,That damage to property has occurred

The state hired Lininger & Sons to do blasting of rock at the supply base at the summit last fall,Which was up to that time the larger of them all

But now,We find that the contracting Co., of Slate & Hall Has decided to blow the entire mountian in one blast

Lininger & Sons Blast-Moved the mountian downhill at least one inch from the rock core that supports the area

Damage from the blast OfFeb-28-1964 can not as yet be fully determine,But the blast last fall damaged my house considerable

The house is made of concrete blocks-And the well has always supplied a good run of water Additional damage will continue to the house and well,If this heavy blasting is continued

The State of Oregon in hiring this work done-Must see to it that other property is not damaged-For I am sure that the law should be respected by the state-Where as one does not have the right to destroy or damage other property in developing their own

Would appreciat an acknowledge of this grievance

Respectfully
Claude H. Miller
I2299-Hiway 99 Sou
Ashland,Ore.

REFERRED TO
[illegible]
BY DEPUTY STATE HIGHWAY ENGINEER

Porter

RECEIVED
MAR 3 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR - 3 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 24 1964
FOR FILING

February 21, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work [illegible]3, Account No. 274, covering the revision of construction identification signs on the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County, Contract No. 6360 in connection with Federal-Aid Project No. I-5-1(52)04.

This revision is required to conform to standards set up by the Bureau of Public Roads, IM-30-1-64, dated January 9, 1964.

The contractor is not equipped to do this work. The State has the special crews to do it most economically. The amount is too small to be done by separate contract.

The total estimated amount of this order is $40.00 with Federal participation of $36.00.

Your approval of the order under PPM-21-6.3, with reimbursement to be on actual cost basis, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
enc.

RECEIVED
FEB 19 1964

6-1

February 19, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the clearing within the State right of way for Western Union Telegraph lines on the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County, Contract No. 6360 in connection with Federal-Aid Project No. I-5-1(52)04.

This work is necessary to facilitate the relocation of the lines. The company's lines are presently on the Siskiyou Station-Siskiyou Summit Project and are being relocated left of Stations 510+75 to 513+33 on the Wall Creek-Siskiyou Station Project, but necessary to this project.

The telegraph company is not equipped to do this clearing work and has requested that our contractor do the work. Funds are included in the project authorization for utility work.

This work was verbally recommended for approval by the B.P.R. Area Engineer and the Field authorized to proceed as an emergency measure February 17, 1964. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:cr

Enc.

RECEIVED
JAN 31 1964
FOR FILING

January 30, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering pioneering and exploration of slide areas on the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County, Contract No. 6360 in connection with Federal-Aid Project No. I-5-1(52)04.

This work is necessary for preliminary investigation and breakdown of slides. This work was an anticipated item of the contract.

The removal of slide material will be done at contract bid prices.

This work was verbally recommended for approval by the BPR Area Engineer January 28, 1964. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:mb
Enc.

RECEIVED
FILM FILING

477 Cottage Street N.E.
Salem, Oregon 97301

January 24, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
M. E. Martin
Dist. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

08-35.2-DB

Oregon Project I-5-1(52)04
Siskiyou Station - Siskiyou Summit Section
Pacific Power & Light Co. Utility Adjustment

Our memorandum dated October 28, 1963 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated November 6, 1963, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated December 30, 1963, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated January 6, 1964.

Our program memorandum dated October 18, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

NOTED
LLOYD P. SHAW

original To Young
1-30-64

RECEIVED
DEC 13 1963
FOR FILING

December 12, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., NE.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State's share of flagging on the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County, Contract No. 6360 in connection with Federal-Aid Project No. I-5-1(52)04.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

RECEIVED
DEC 11 1963
FORM E-30 EDM 9-62 43000
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Medford, Oregon
December 5, 1963

I 1 ( ) 14
6360

SUBJECT: John A. & Irma J. Lovell
File #35838
Siskiyou Station - Siskiyou Summit
Pacific Highway Jackson County

To: Lloyd Shaw,
Assistant State Highway Engineer
Salem

An agreeable settlement has been reached with the Lovells and with the contractor to handle the water line which supplies the Lovells' rental property. The contractor has agreed to a stage clearing and grubbing schedule which will allow Mr. Lovell to temporarily re route his water line which would be out of the contractor's way for approximately 60 days. A request to the Legal Department to instigate a partial payment, $2,500, has been made, and it is my understanding that this is being carried forward. This should allow the Lovells sufficient time to get a well drilled, or some other permanent solution to the problem. All parties are happy with this solution.

D.H. Haller Jr.,
Resident Engineer

DHH/bb

cc/ L.R. Chandler,
Division Eng'r.

RECEIVED
DEC 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC - 9 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 17 1963
FOR FILING

Salem, Oregon
December 3, 1963

Agenda Item 4-j

Throughway Agreement
Siskiyou Station-Siskiyou Summit
Pacific Highway
Jackson County

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of a throughway agreement with Jackson County covering the Siskiyou Station-Siskiyou Summit Section of the Pacific Highway in Jackson County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Jackson County.

Secretary

rn
Attach: 1

RECEIVED
DEC 2 - 1963
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

November 22, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
A. W. Parsons
Division Engineer

08-35-EC

A. W. Parsons
Division Engineer
Salem, Oregon

Oregon Project I-5-1(52)04
Siskiyou Station - Siskiyou Summit Section
Grading

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6360 to Slate - Hall of Portland, low bidder in the amount of $3,512,984.00 at the November 19, 1963 bid opening.

Mr. Litchfield's November 14, 1963 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our October 28, 1963 memorandum authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates are furnished to and approved by this office.

NOTED
LLOYD P. SHAW

original To Young
12-2-63

RECEIVED
NOV 26 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6166

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 22, 1963

Slate-Hall
11655 SW Barbur Blvd.,
Portland 19
Oregon

Gentlemen:

The State Highway Commission on November 22, 1963, awarded to you State Highway Contract No. 6366 for the following project:

Grading the Siskiyou Station-Siskiyou Summit Section of Pacific Highway in Jackson County.

This award was based on your low bid of $3,511,984.00 which was submitted to the Commission on November 19, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SHAC)

RECEIVED
NOV 21 1963
FOR FILING

6060

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 18, 1963

08-35.2-DA

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-1(52)04, Siskiyou Station-Siskiyou Summit Section
Change of fence location

Mr. Litchfield, by letter of November 13, 1963, requested approval to change the location of fencing near Station 521.

At a meeting on November 6, 1963, between myself and Messrs. Dac, Riedl and Mills and Mr. Litchfield and Paul Barnhart, we gave out tentative approval for this change.

It must be emphasized, however, that our tentative approval was limited to the change of fence location, and did not extend to the access control line or right of way line. This tentative approval was in accord with AASHO policy on fencing controlled access highways, that fences should be erected on a continuous line even though there may be some irregular right of way corners that are outside the fence line on which access still may be legally controlled.

You are hereby given our approval to proceed with the proposed change of fence location. In accord with this approval, it is satisfactory to us that a permit be given to Pacific Power and Light Company to place a pole and two anchors inside the right of way. This permit is to be submitted to us at a later date for our approval.

original To Young
cc Litchfield
11-21-63

NOTED
LLOYD P. SHAW

NOV 1 1963

RECEIVED
NOV 15 1963
FOR FILING

November 14, 1963

Oregon State Highway Commission

Gentlemen:

An agreement with Jackson County to establish the Siskiyou Station-Siskiyou Summit section of the Pacific Highway as a throughway is presented for your consideration. This is a Federal-aid interstate project estimated to cost $3,500,000.

The agreement requires the State to construct the project, relocate a portion of Colestin Road, and close existing Colestin Road at the right-of-way boundaries of the throughway.

The County agrees to observe throughway restrictions as provided by statute, consents to closure of Colestin Road, and agrees to assume jurisdiction and maintenance of relocated Colestin Road. The County also agrees to effect the relocation of utilities without cost to the State.

This matter will appear on the agenda for the November 22 Commission meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox
C. H. Maison

LPS:ajw bbc

RECEIVED
NOV 15 1963
COMMISSIONERS
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-1(52)04

16560

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 13, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Change in Access Control Fence
Siskiyou Station-Siskiyou Summit Section
Pacific Highway - Jackson County
Project No. I-5-1(52)04

Dear Sir:

Attached you will find two prints of a letter and sketch showing the proposed change in the access control fence on this section of the Pacific Highway.

This was reviewed with you and Messrs. Dec, Reidl and Mills on November 6, 1963, by Paul Barnhart and the undersigned. At that time you gave your tentative approval of this change. The revision as submitted here has been recommended by our Division Engineer and we now request your formal approval.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

Attachments

cc: L. P. Shaw (w/attach.)
L. H. Young "
L. R. Chandler "
P. R. Barnhart "

NOTED
LLOYD P. SHAW

RECEIVED
NOV 14 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 SOH 11-61 40830

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
November 7, 1963

SUBJECT: Access Control Fence Change
Siskiyou Station-Siskiyou Summit Section
Pacific Highway - Jackson County
Project: I-5-1(52)04

To: F. D. Morgan
Construction Engineer
Salem, Oregon

Attention: T. W. Litchfield

Attached hereto is sketch showing the proposed change in the access control fence on subject project.

Pacific Power and Light Company has requested any help we can give them in establishing a freeway crossing to serve the Mt. Ashland Ski Area. The company has acquired right of way or easements along their entire route except for the Lovell property located easterly of Station 521. By moving the access control fence, the company will be able to place a pole and two anchors on State right of way and leave the Lovell property completely.

This has been approved by John Quiner II and is basically the same fence line the Bureau of Public Roads agreed with November 6, 1963.

With this letter, it is requested you have the change shown on the construction plans.

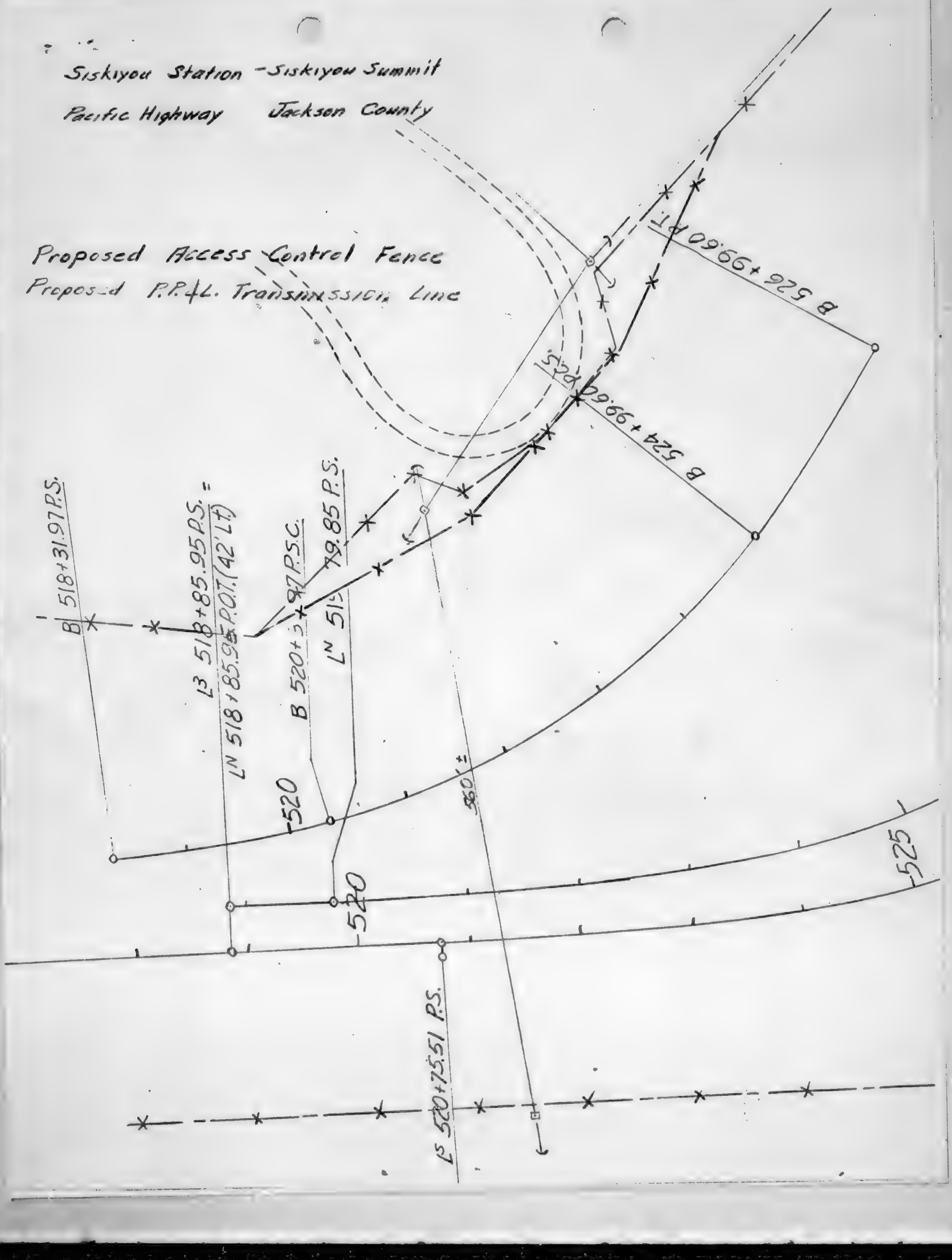
for L. R. Chandler
Division Engineer

BY: Paul R. Barnhart
Field Utilities Liaison Engineer

PRB:lf
Attach.

Siskiyou Station - Siskiyou Summit

Pacific Highway Jackson County



RECEIVED
NOV 1 1963
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

October 28, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
M. E. Martin
Dist. Engineer

A. W. Parsons, Division Engineer
08-35.208 Salem, Oregon

By: M. E. Martin
District Engineer

Oregon Project I-5-1(52)04
Siskiyou Station - Siskiyou Summit Section
Grading

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired with relocation advisory assistance unnecessary as indicated in Mr. Wright's October 18, 1963 letter except for 14 parcels on which negotiations are in progress or condemnation suits will be filed with the expectation that these parcels will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, including access rights which may be in court action.

The use of the May, 1963 Supplemental Standard Specification for Corrugated Metal Pipe is approved for this specific project. You are urged to revise this supplement as now modified by the special provisions, as soon as possible.

Your October 22, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

RECEIVED
OCT 30 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young with attach.
11-1-63

NOTED
LLOYD P. SHAW

RECEIVED
OCT 19 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 18, 1963

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Right of Way Status
Siskiyou Station-Siskiyou
Summit Section
Pacific Highway

Dear Sir:

All necessary rights of entry have been acquired except for the following files:

File No. 35036	- Lovell	$ 2,800
File No. 35039	- Stamper	6,700
File No. 35040	- Elk Lumber	175
File No. 35041	- Lentz	225
File No. 35043	- Barber	29,950
File No. 35044	- Moore Jr.	5,000
File No. 35045	- Larsen	1,900
File No. 35046	- Miller	700
File No. 35047	- Glossup	100
File No. 35048	- Burns	7,500
File No. 35050	- DeMotte	1,000
File No. 35059	- Miller	1,500
File No. 35060	- Schneider	50
File No. 35063	- Alley	200
	TOTAL	$57,800

ILLEGIBLE

All the foregoing files are in the condemnation process and we expect to have completed filings prior to the date of bid opening.

It is our belief, and that of our field personnel, that a complete negotiation effort has been expended on each file. Negotiations will continue up to the time of trial in any instance where progress can be made. In view of our recent history of trials in Jackson County, it seems unlikely that settlements will be secured from many of these owners.

No relocations or displacement of persons are involved in these files. We will deliver to the contractor, unencumbered and available for immediate use and occupancy, all of the land required for construction of the contract. One small cabin of insignificant value will be removed by clearing and grubbing. This cabin is situated on the property covered by our right of way file No. 35844.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SM
cc: Lloyd P. Shaw
L. H. Young
L. I. Lindas
C. H. Maison

RECEIV
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 16 1963
FOR FILING

FORM E-30 50M 5-62 43906

I 3-1 (--)
6 - 1 11

REFERRED TO Shaw
BY OREGON STATE HIGHWAY ENGINEER

Have some one pull this project section file and call me please

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27, 1963

SUBJECT: Siskiyou Station-Siskiyou Summit Section
Pacific Highway
Jackson County

To: Mr. R. L. Porter
Deputy State Highway Engineer

The Siskiyou Station - Siskiyou Summit Section has been worked up with cut slopes of ¼:1 with 15' fallout and bench sections.

Frank L. Hall
Chief Designer

By

cc L. H. Young
D. J. Barbee

Want new x sects
W.H. Porter 10-11-63

NOTED
LLOYD P. SHAW

NOTED
R. L. PORTER

RECEIVED
OCT 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 1 1963

Agreements -
ck. 1 2675

21-1072 Slick Rock Cr. Br. Widening at Rose Lodge, Salmon River Hwy. 1963

#6361

RECEIVED
AUG 28 1964
FOR FILING

August 28, 1964

Glens Falls Insurance Company
Pacific Coast Department
350 Sansome Street
San Francisco 4, California 94104

Gentlemen:

On August 12, 1964, we wrote to you concerning release of final payment on Contract No. 6361 awarded to Ross Bros. Const. Company for widening of Slick Rock Creek Bridge on Rose Lodge Section of Salmon River Highway in Lincoln County.

Final payment on this contract is $3,448.34 and the total contract amount is $53,871.29.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc Bourland Ins. Agency
1980 Fairgrounds Road, N. E.
Salem, Oregon

Ross Bros. Constr. Co.
359 Apple Blossom Ave., N.
Salem, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
AUG 11 1964

August 11, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 5 on Contract No. 6361. The contract was with Ross Brothers Construction Company and was for bridge widening on the Slick Rock Creek Bridge on the Salmon River Highway in Lincoln County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 11, 1964, and that you concur in this procedure at the Commission meeting on August 27.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:bbc

RECEIVED
FEB 5 - 1964
FOR FILING

6361

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 27, 1964

SUBJECT:

To: D.B. Parkes
Office Engineering

OFFICE

Ross Brothers Construction Company started work on Contract No. 6361, Slick Rock Creek Bridge Widening on the Salmon River Highway in Lincoln County on January 21 1964.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc Floyd Query

NOTED
C. W. HEAD

RECEIVED
NOV 26 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6261

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
O. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 22, 1963

Rose Bros. Const. Co.,
389 Apple Blossom Avenue North
Salem
Oregon

Gentlemen:

The State Highway Commission on November 22, 1963, awarded to you State Highway Contract No. 6261 for the following project:

Slick Rock Creek Bridge Widening at Rose Lodge on the Salmon River Highway in Lincoln County.

This award was based on your low bid of $54,104.00 which was submitted to the Commission on November 19, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. M. Young
R. G. Savage (SLAC)
I. D. Merchant

RECEIVED
MAR 8 1963
FOR FILING

FORM E-30X—50M—5-62 43000

21-1072

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
March 5, 1963

SUBJECT: Slick Rock Creek
Salmon River Highway #39
M. P. 05.34

To:

R. D. Asburry
Division Engineer
BUILDING

Attention: Gerald Wimer

The Slick Rock Creek Bridge #1211 on the Salmon River Highway #39 M. P. 05.34 has been approved for widening to a 32' H. C. roadway and placed on the State Construction Program for contracting.

For the Bridge Division to design the widening, please submit a three line profile of the pavement elevations across the structure and east to P. C. Plans were made to widen the structure symmetrical each side of the center line.

E. S. Hunter
Field Maintenance Engineer

By H. W. Hughlett
H. W. Hughlett
State Bridge Superintendent

HWH/nf
cc. Ivan D. Merchant
Tom Edwards
F. D. Morgan

NOTED
TOM EDWARDS

RECEIVED
MAR 6 1963
OFFICE OF
STATE HIGHWAY ENGINEER

22-8307 Foster Toll Cr. Sec., Santiam Hwy. (Rock Prod.) 1963

#6362

RECEIVED
APR 30 1964
FOR FILING

April 30, 1964

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On April 10, 1964, we wrote to you concerning release of final payment on contract #6362, awarded to Saxton-Stevenson, Inc., for the Foster-Toll Creek Rock Production Project on the Santiam Highway in Linn County.

Final payment on this contract is $2,029.21 and the total contract amount is $64,372.19. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Saxton-Stevenson, Inc.,
P. O. Box 206
Salem, Oregon

cc: C. H. Maison
Attn.: John Herr

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: April 11, 1964
SECTION: Foster-Toll Creek		SECTION PREFIX: 22-8307
HIGHWAY: Santiam		COUNTY: Linn
NAME OF JOB: Foster-Toll Creek	KIND OF WORK: Rock Production	
CONTRACTOR: Saxton-Stevenson, Inc.	CONTRACT NUMBER: 6362	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: November 22, 1963	DATE WORK STARTED: December 6, 1963	ESTIMATED COMPLETION DATE: June 1, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	~~WORK DAYS~~ Project completion date 4-30-65	~~XXXXXXXXXXXXX~~ (1800 cu. yd. 5-31-64)
PROJECT AUTHORIZATION: $ 65,835.00	ENGINEERING AUTHORIZATION $ 4,681.60	PERCENT OF TIME ELAPSED
EXCLUSIVE OF ENGINEERING: $ 61,153.40	ENGINEERING COST TO DATE $ 4,200	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 59,000.00	PERCENT OF AUTHORIZATION 90 %	
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN - 3.5 %	DATE PROJECT WAS COMPLETED: March 11, 1964	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.
						100

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)			15,200 cy		
TOTAL QUANTITIES CORRECTED TO DATE			~~15,200~~ 17,000		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			17,000		
AVERAGE DAILY QUANTITIES			400		
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

crusher ____ dozer ____ truck ____ shovel ____ scoop ____

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	cldy		
TUESDAY	"		
WEDNESDAY	fair		
THURSDAY	shrs		
FRIDAY	"		
SATURDAY			

NOTED
JOHN R. OAKES

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-final estimate delivered to Division Office on Tues.

Project completed.

FINAL REPORT

SIGNED W. M. Hoover Res. Engr.

ADDRESS 3400 Spicer Road, Albany

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
APR 10 1964
FOR FILING

April 10, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed February 21 on Contract No. 6362. The contract was with Sexton-Stevenson, Inc., and was for rock production of the Foster-Tell Creek Section of the Santiam Highway in Linn County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 10, 1964, and that you concur in this procedure at the Commission meeting on April 23.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
MAR 13 1964
FOR FILING

Salem, Oregon
March 13, 1964

Mr. F. D. Morgan
Construction Engineer

OFFICE

This is to advise you that work was completed on February 21, 1964 on Contract No. 6362, Foster-Toll Creek Section, in Linn County. Estimated date for Third Notification is March 31, 1964.

We request that your office return a signed copy of this letter indicating acceptance of the contract work or listing any conditions below which would prevent acceptance of the project by the Highway Commission.

L. H. Young
Office Engineer

Construction Division
Office Endorsement

Date:_____

Conditions noted on above date:

Construction Engineer

RECEIVED
NOV 26 1963
FOR FILING

COMMISSION
GLENN O. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6362

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
November 22, 1963

Eastern Stevenson, Inc.,
2575 Mission Street SE
Box 206
Salem, Oregon

Gentlemen:

The State Highway Commission on November 22, 1963, awarded to you State Highway Contract No. 6362 for the following project:

Foster Toll Creek Rock Production Project on the Santiam Highway in Linn County.

This award was based on your low bid of $58,520.00 which was submitted to the Commission on November 19, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

24-3328 North Santiam State Park 1963
Toilet Bldg.
#6363

RECEIVED
NOV 1 - 1965
FOR FILING

November 1, 1965

Davis-Bell Agency, Inc.
265 E. Ida Street
Stayton, Oregon 97383

Attention: Charles Foley

Gentlemen:

Contract No. 6363 awarded to Edwin Thompson for building construction in the North Santiam State Park was completed April 24, 1964 and accepted by the Highway Commission April 30, 1964.

We do not make any formal release of contract performance bonds but it is my understanding that under the law, the surety's obligation for material and labor payments expire six months after the contract has been accepted by the Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

RECEIVED
MAY 1 - 1964
FOR FILING

6363

April 30, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed April 24 on Contract No. 6363. The contract was with Edwin Thompson and was for work on rest-room facilities in the North Santiam State Park on the North Santiam Highway in Marion County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 30, 1964, and that you concur in this procedure at the Commission meeting on May 28.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan D. Merchant
L. H. Young
C. H. Maison

PMS:bbc

RECEIVED
DEC 27 1963
FORM E-20X 50M 3-63 49606
FOR FILING
DATE
6:6:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 27, 1963

SUBJECT: North Santiam State Park
Contract No. 6363

To: Mr. D. B. Parkes
Office Engineering

OFFICE

Edwin Thompson started work on Contract No. 6363, North Santiam State Park, on the North Santiam Highway in Marion County on December 23, 1963.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
NOV 26 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6363

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 22, 1963

Mr. Edwin Thompson
P. O. Box 411
Stayton
Oregon

Dear Sir:

The State Highway Commission on November 22, 1963, awarded to you State Highway Contract No. 6363 for the following project:

North Santiam State Park Toilet Building in Marion County.

This award was based on your low bid of $14,910.00 which was submitted to the Commission on November 19, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

da

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

F-330(3) Laura St.-Mohawk Rd. Sec., 1963
Eugene-Springfield Hwy. (Grad.,
#6364 Pav., Struct., etc.) [redacted]

(1) AL 2674

?

(1) AL 2673

C&A 2674

C&A 2673

RECEIVED
OCT 31 1966
FOR FILING

October 28, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. F-330(3)

Dear Sir:

Your August 4, 1965, endorsement noted that contract work on Contract No. 6364, Laura St.-Mohawk Rd. Section in Lane County, Federal Aid Project No. F-330(3), was satisfactory. The State Highway Commission authorized acceptance of the contract as of September 23, 1965.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force Order (including the establishment period) by State Forces, or others, was completed Feb. 15, 1965.

Attachments are as follows:

Materials Report, PR-47 (3 copies) (Submitted June 29, 1965)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-456)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JK:bb

cc: C. H. Maison
F. D. Morgan
R. H. Chase

RECEIVED
OCT 11 1965
FOR FILING
F-330 (2)
6-14

October 4, 1965

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

Hansen and Rowland, Inc.
1300 Puget Sound Bank Building
Tacoma 1, Washington

Gentlemen:

A post-final payment for $16.80 will be made to Slate-Hall on Contract No. 6364 for grading, paving, structures, and signing on the Laura Street-Mohawk Road Section of the Eugene-Springfield Highway in Lane County, as soon as the warrant is prepared.

The total amount paid on this contract will be $980,734.36 including the post-final payment. Of the total $5,806.56 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fkm
cc Seaboard Surety Company
100 William Street
New York 38, New York

Great American Insurance Co.
Pacific N. W. Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

Slate-Hall
11655 S. W. Barbur Boulevard
Portland 23, Oregon
C H. Maison
Attn: John Herr

RECEIVED
SEP 23 1965
FOR FILING

F-330(3)
6214

September 22, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed April 19, 1965, on Contract No. 6364. The contract was with Slate-Hall and was for grading, paving, structures and signing on the Laura Street-Springfield Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This will be presented to you at the Commission meeting on September 28.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

RECEIVED
SEP 22 1965
FOR FILING

F. 330 (3)
1. (4

September 21, 1965

Slate-Hall
11655 S.W. Barbur Blvd.
Portland 23, Oregon

Dear Sir:

Final inspection has been made by the Bureau of Public Roads on the Laura Street-Hobank Road Section of the Eugene-Springfield Highway in Lane County, Contract No. 6364, FA Project F-330(3).

The contract work has been completed to the satisfaction of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

NKG:cr

cc: Forrest Cooper
R. L. Porter
C. H. Maison
F. B. Klaboe
F. D. Morgan
L. H. Young

RECEIVED
SEP 9 1965
BUREAU OF PUBLIC ROADS

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

OR PLAN
F-330(3)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

STATE COPY
FROM
B. P. R. OREGON DIVISION

August 27, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on April 19, 1965, on Contract No. 6364, Laura St. - Mohawk Rd. Section, in Lane County, in connection with Federal-Aid Project No. F-330(3).

Your letter dated August 20, 1965 indicated concurrence in the acceptance of the asphaltic concrete compaction results. We request that your office return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: September 9, 1965

Conditions noted on above date:

No unsatisfactory conditions are noted which will prevent our acceptance of contract work.

A. W. Parsons
Division Engineer

REFERRED TO
Morgan-Young
By Asst. State Hwy. Engr.
9-15-65

By: G. R. Brooks
G. R. Brooks
District Engineer

RECEIVED
SEP 10 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form CD-121 (11-63) (Fres. Reg. A.O. 200-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 20, 1965

In reply refer to: 08-35.DA

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project F-330(3), Laura Street-Mohawk Road Section
Eugene-Springfield Highway
Asphaltic Concrete Compaction

Mr. Morgan's letter, by Mr. Glenn, dated August 5, 1965, requested our acceptance of the asphaltic concrete compaction results as being in substantial conformance with the specifications.

The apparent non-specification compaction results have been reviewed and several facts are revealed.

1. Placement of this pavement was performed during the periods of September 21 to December 2, 1964 and March 22 to March 31, 1965.

2. 20 out of 92 original tests taken were below the specified 92.0% compaction.

3. Later recoring of the pavement indicated a considerable improvement in compaction. Indications are that this improvement was a result of traffic usage rather than effort expended by the contractor.

4. Specifications do not indicate when the compaction requirement must be met, but they do indicate that compaction should be obtained the same day the pavement is placed, and while the pavement is still hot.

This office does not agree with the statement on page 2 of Mr. Glenn's letter that 20 samples out of 92 original samples taken appear to be statistically spurious results. However, due to the fact that the pavement shows no distortion from traffic usage and that the specifications do not indicate when the compaction cores are to be obtained, and that recores indicate that only 2 out of 24 samples are below the specified 92% this office will accept the asphaltic concrete pavement as requested.

REFERRED TO
[illegible]
By Asst. State Hwy. Engr.
8-24-65

RECEIVED
AUG 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 6 - 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. [illegible]
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

F-330(3)

6364

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

NOTED
F. B. KLABOE

August 5, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Laura Street-Mohawk Road Section
Eugene-Springfield Highway
Contract No. 6364
Asphaltic Concrete Compaction Results

Dear Sir:

A brief summary of the asphaltic concrete compaction test results for this project is as follows:

Total Tests Taken	116	Average % Compaction	- 93.4
Top Course	59	Average % Compaction	- 92.7
Base Course	57	Average % Compaction	- 94.2
Total Failing Tests	20	Per cent Failing	- 17.1
Top Course Failing	18	Per cent Failing	- 15.5
Base Course Failing	2	Per cent Failing	- 1.6

Included in these tests are the results of 24 recores taken at four stations which showed failures. Three cores were taken at each station, one in the wheel track, one between the wheel tracks, and one between the wheel track and the edge of the travel lane. The results of these tests are as shown:

Station	Base	Top	W. T.	B.W.T.	Outside W.T.	Original Test
182+00		X	93.9			85.8
182+00		X		93.3		
182+00		X			91.9	
182+00	X		95.6			96.0
182+00	X			95.5		
182+00	X				95.1	
195+00		X	91.5			85.7
195+00		X		94.6		
195+00		X			93.2	
195+00	X		93.5			
195+00	X			94.9		
195+00	X				92.7	

NOTED
F. B. KLABOE

Station	Base	Top	W. T.	B.W.T.	Outside W.T.	Original Test
242+00		X	92.8			89.9
242+00		X		92.8		
242+00		X			94.9	
242+00	X		95.1			94.3
242+00	X			94.3		
242+00	X				96.7	
262+00		X	95.4			94.5
262+00		X		95.4		
262+00		X			94.9	
262+00	X		94.6			89.5
262+00	X			94.6		
262+00	X				93.0	

Prior to taking the recores listed above, the contractor took samples at the same stations and adjacent to the original samples. These samples were tested by our Materials Department with the following results:

Station		Original	Contractor's Samples	Laboratory Samples
182	Top	85.8	93.1	93.9
	Base	96.0	97.6	95.6
195	Top	85.7	92.7	91.5
	Base	92.2	93.0	93.5
222	Top	94.5	93.7	95.4
	Base	89.5	94.7	94.6
242	Top	89.9	95.8	92.8
	Base	94.3	96.7	95.1

Whereas the resampling did not include all of the original failing points, they did consist of a fair representation. It appears the 20 original values below the specified 92.0% are statistically spurious results.

The results at the resampling also indicate that substantial conformance of the compaction requirements have been met and a penalty is not warranted.

Your acceptance of the compaction of the asphaltic concrete pavement is, therefore, requested.

MDG:bjm

cc: F. B. Klaboe
L. H. Young

Very truly yours,

F. D. Morgan
Construction Engineer

By M D Glenn

M. D. Glenn
Field Testing Engineer

RECEIVED
AUG 6 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

	SECTION: Laura St.-Mohawk Road	WEEK ENDING: June 5, 1965
		SECTION PREFIX: 120-1003
	HIGHWAY: Eugene-Springfield	COUNTY: Lane
NAME OF JOB: Laura St.-Mohawk Road	KIND OF WORK: Grading, Paving, Structures, Signing	
CONTRACTOR: Slate - Hall	CONTRACT NUMBER: 6364	FEDERAL AID PROJECT NUMBER: F-330 (3)
DATE OF CONTRACT: Nov. 29, 1963	DATE WORK STARTED: Dec. 23, 1963	ESTIMATED COMPLETION DATE: Apr. 19, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK MEN 0 SUPERVISION: 0	SPECIFIED WORK DAYS: 170	WORK DAYS USED: 181
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 106.47
PROJECT AUTHORIZATION: $1,147,826.67		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100.00
EXCLUSIVE OF ENGINEERING: $1,066,203.62	ENGINEERING AUTHORIZATION: $81,623.25	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $999,879.41	ENGINEERING COST TO DATE: $100,980.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 95.90815
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 4.09185 %	PERCENT OF AUTHORIZATION: 123.71 %	DATE PROJECT WAS COMPLETED: ~~95.90815~~ Apr. 19, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD	signing	
100	100	100	100	100	--	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.95	1.60		1.63	1.63
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.95	1.60		1.63	1.63
TOTAL ESTIMATED QUANTITIES (CONTRACT)	382,500 cy	111,000 ton		550 cy	16,950 ton
TOTAL QUANTITIES CORRECTED TO DATE	359,229.4	119,806.49		202.33	18,653.45
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	359,229.4	119,806.49		202.33	18,653.45
AVERAGE DAILY QUANTITIES	0	0		0	0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: 0

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	8844	9208						
PERCENT	100	100						

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	partly cloudy AM clear PM			
MONDAY	partly cloudy AM clear PM			
TUESDAY	fair			
WEDNESDAY	fair			
THURSDAY	fair			
FRIDAY	fair			
SATURDAY				

RECEIVED
JUN 2 1965
BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	2 men in office on semi-final estimate.
TUESDAY	2 men in office on semi-final estimate.
WEDNESDAY	2 men in office on semi-final estimate.
THURSDAY	2 men in office on semi-final estimate.
FRIDAY	2 men in office on semi-final estimate.
SATURDAY	

REMARKS

Semi-final estimate will be taken to Roseburg, on Monday, June 7.

This is the last weekly report.

SIGNED W E Mayfield LOCATION Eugene

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP-F216

RECEIVED
JUL 12 1965
FOR FILING

23827
F-330(3)
364

3 K

June 1, 1965

State-Ball
11655 SW Barbur Blvd.
Portland 23, Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 1, 1965, considered your request for 20 additional workdays to complete Contract No. 636, for grading, paving, structures, and signing on the Laura Street-Noland Road section of the Eugene-Springfield Highway in Lane County.

After considering the recommendation of the Engineer and other available information, the Commission granted you 11 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
[illegible] STATE HIGHWAY [illegible]

gv

cc L. R. Chandler
Harley Mayfield
Frank Morgan
L. H. Young
C. H. Maison
Bureau of Public Roads

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6364 Contractor Slate - Hall

Highway Eugene - Springfield

Section Laura Street - Mohawk Road

Kind of Work Grading, Paving, Structures, Signing

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ **GRANTED**. The reasons for such recommendation are as follows: Contract provisions required delay of contractor's work until adjacent contract was in condition to allow Mill Street traffic to use new construction. This work was to have been completed by September 30, 1964, but was not completed until October 15, 1964. This delay, through no fault of the contractor, caused him to curtail his operations. Eleven days extension are justified for this reason.

Recommended for Approval:

S Lahren
Division Engineer

F. F. Reuble
Construction Engineer or Bridge Engineer

B K Laboe
Assistant State Highway Engineer

Contract No. 6364

Project designation F-330(3) State-Federal

Date awarded Nov. 29, 1963

Work started Dec. 23, 1963

Per cent completed 89.6 April 9, 1965 Date

No. of Workdays Allowed 175 as of April 9, 1965, 170

No. of Workdays Used 165 181 Anticipated

No. of Added Workdays Requested 11

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date March 4, 19 65

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 170 days to 190 days, within which to complete our Contract No. 6364, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: September 30, 1964 to October 15, 1964 unable to embank fill materials, delayed by Q Street-McKenzie Highway Project. We feel we are entitled to an additional five days to police project as we were unable to do this after October 15, 1964 because of adverse weather conditions for this type of operation.

Respectfully submitted,

SLATE-HALL
Contractor

By Donald W Hall
Partner

CONSENT OF SURETY

BOND NO. 8131971

Date MARCH 5, 19 65

We, GREAT AMERICAN INSURANCE COMPANY
AND
SEABOARD SURETY COMPANY, as equal Co-Sureties on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

GREAT AMERICAN INSURANCE COMPANY
BY: Fred C Reed Attorney-in-fact
FRED C. REED
COUNTERSIGNED: WELLS-REED-WOOD-WEST Co.
BY: Fred C Reed Resident A

SEABOARD SURETY COMPANY
BY: Ethel Wold Atty.in-Fact
COUNTERSIGNED: (Ethel Wold)
HANSEN & ROWLAND, INC., Of Oregon
(SEAL)
BY: Ethel Wold
(ETHE OLD) Resident Agents

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 17, 1965

In reply refer to: 08-35.4-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project F-330(3)
Laura Street-Mohawk Road Section
Eugene-Springfield Highway
Request for Time Extension

Reference is made to your April 19, 1965 letter pertaining to above subject. This request was for eleven work days and was based on time charged between September 30, 1964 and October 15, 1964.

We concur in this request.

RECEIVED
MAY 18 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-30 BOM 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 16, 1965

SUBJECT: Extension of Time
Laura St.-Mohawk Road Section
Eugene-Springfield Highway
Contract No. 6364

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Attached is a request from Slate-Hall, contractor on the subject contract, for an extension of the specified workdays from 170 to 190.

The contractor cites a delay caused by the non-completion of the "Q" Street-McKenzie Highway contract which prevented him from the completing the embankment at Mill Street and inability to police the project due to adverse weather conditions as reasons for his request.

The provisions for the subject contract require the delay of construction of the fill over Mill Street until the contractor on ghe "Q" Street-McKenzie Highway contract is able to put Mill Street traffic over that project. It was anticipated that the "Q" Street-McKenzie Highway project would be completed by September 30, 1964. During this period, when the contractor was delayed by the non-completion of the "Q" Street-McKenzie Highway project, eleven workdays were charged. An extension in this amount is justified. The contractor for the subject project was very cooperative in accomplishing the required work at Mill Street and Laura Street under adverse weather conditions so that "Q" Street traffic could utilize the new facility. The request for five days for policing the project cannot be justified since this work can be accomplished when weather conditions will not permit paving.

The estimated completion date for the project is April 30, 1965. As of April 9, 1965, 175 workdays had been charged against this project. This represents an overrun in time of 5 workdays amounting to $1,050.00 in liquidated damages. The work remaining to be done is guard rail painting and some sign work and it is estimated this work will require at least 6 days to accomplish. It is anticipated that when this project is completed, 11 penalty days will have been assessed, totaling $2,310.00 in damages. We recommend that an increase of 11 workdays be granted.

This matter has been discussed with the Bureau of Public Roads Area Engineer who verbally concurred in our recommendation.

NOTED
F. B. KLABOE

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:fp
Attach.
cc L. H. Young
L. R. Chandler

RECEIVED
MAY 27 1965
FOR FILING

6364

May 27, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 4
June 1, 1965 meeting

Gentlemen:

We have received a request for an extension of time from Slate-Hall, contractor on the Laura Street-Mohawk Road Section of the Eugene-Springfield Highway in Lane County, Contract No. 6364. The request is for an increase of 20 workdays and is based on a delay caused by noncompletion of a contiguous project and adverse weather conditions which delayed his cleanup operations.

The contract provisions required that the contractor delay his construction of the required embankment over Mill Street until the progress of the "Q" Street-McKenzie Highway contract had reached a stage that would allow Mill Street traffic to use the new construction. It was stated in the special provisions that work on this adjacent contract would be completed by September 30, 1964. This work was completed October 15, 1964, and during this 15-day interval, 11 workdays were charged. Not only was the contractor prevented from constructing the embankment over Mill Street, but he also could not expeditiously pursue his other work. This 11-day delay justifies a like extension. The adverse weather conditions cited by the contractor as a delay to his policing work cannot be considered since this work could be done during periods when paving and painting were not allowed but would not prevent cleanup operations.

This project was completed on April 19, 1965, at which time 11 penalty days had been charged, amounting to $2,310 in liquidated damages. We recommend that an 11-day extension be granted.

This is a Federal-aid primary project and we have the concurrence of the Bureau of Public Roads.

This matter will be presented for your consideration at the June 1 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Cuery
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
L. R. Chandler

DES:fp fn

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 63[illegible] Contractor [illegible]

Highway [illegible]

Section [illegible]

Kind of Work [illegible]

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or GRANTED. The reasons for such recommendation are as follows: **Contract provisions required delay of contractor's work until adjacent contract was in condition to allow Mill Street traffic to use new construction. This work was to have been completed by September 30, 1964, but was not completed until October 15, 1964. This delay, through no fault of the contractor, caused him to curtail his operations. Eleven days extension are justified for this reason.**

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No.	63[illegible]
Project designation	F-3[illegible] Federal
Date awarded	[illegible]. 29, 1963
Work started	Dec. 23, 1963 April 9, 1964
Per cent completed	[illegible]
No. of Workdays Allowed	170 170
No. of Workdays Used	265 181
No. of Added Workdays Requested	11

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date March 4, 19 65

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 170 days to 190 days, within which to complete our Contract No. 6364, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: **September 30, 1964 to October 15, 1964 unable to embank fill materials, delayed by Q Street-McKenzie Highway Project. We feel we are entitled to an additional five days to police project as we were unable to do this after October 15, 1964 because of adverse weather conditions for this type of operation.**

Respectfully submitted,

SLATE-HALL
Contractor

By Donald W Hall
Partner

CONSENT OF SURETY

BOND NO. 8131971

Date MARCH 5, 19 65

We, GREAT AMERICAN INSURANCE COMPANY,
AND
SEABOARD SURETY COMPANY, as

equal Co-Sureties
~~xxxxxx~~ on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

GREAT AMERICAN INSURANCE COMPANY
BY: Fred C Reed
Attorney-in-fact
FRED C. REED
COUNTERSIGNED: WELLS-REED-WOOD-WEST Co.
BY: Fred C Reed
Resident Ag

SEABOARD SURETY COMPANY
BY: Ethel Wold Atty.in-Fact
COUNTERSIGNED: (Ethel Wold)
HANSEN & ROWLAND, INC., Of Oregon
(SEAL)
BY: Ethel Wold
(ETHEL OLD) Resident Agents

RECEIVED
MAY 18 1965
FOR FILING

May 17, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that the seeding and mulching work on the Laura Street-Mohawk Road Section of the Eugene-Springfield Highway, Contract No. 6364, Project No. F-330(3) in Lane County, was completed April 21, 1965.

This work was authorized by Order for State Work No. 7 dated April 16, 1964.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

VG:lb

cc: R. N. Chase

RECEIVED
MAY 27 1965
FOR FILING
6264

477 Cottage Street, NE
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

May 17, 1965

08-35.4-DA

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project F-330(3)
Laura Street-Mohawk Road Section
Eugene-Springfield Highway
Request for Time Extension

Reference is made to your April 19, 1965 letter pertaining to above subject. This request was for eleven work days and was based on time charged between September 30, 1964 and October 15, 1964.

We concur in this request.

RECEIVED
APR 19 1965
FOR FILING

April 19, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Lane Street-Mohawk Road Section
Eugene-Springfield Highway
Oregon Project F-330(3)

Dear Sir:

We have received from Slate-Hall, contractor on the subject project, a request for an increase of 20 workdays to complete the project.

The contractor bases his request on a delay caused by the non-completion of the "Q" Street-Willamette Highway project which prevented him from constructing required embankments at Hill Street and inability to clean up project due to adverse weather conditions.

The special provisions controlling this project required the contractor to delay his construction of the fill over Hill Street until the contractor for the "Q" Street-Willamette Highway contractor could divert Hill Street traffic over his project. The special provisions stated that it was anticipated this work would be completed by September 30, 1964. However, the work was not completed until October 15, 1964. Eleven workdays were charged during this period. The contractor could not prosecute his work expeditiously during this period due to the Highway Department's requirement that he not construct the Hill Street embankment until the "Q" Street-Willamette Highway contractor had completed his work. An eleven-day extension for this delay is deemed justified. The contractor's request for time due to his inability to perform cleanup work during adverse weather conditions cannot be considered since this work can be accomplished when weather conditions will not permit paving and guardrail painting.

The anticipated completion date for this project is April 30, 1965 and it is anticipated that an overrun of eleven workdays will have occurred.

It is our recommendation that the contractor be granted an increase of eleven workdays. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Kinlaw
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. L. H. Young
Mr. F. D. Morgan
Mr. L. R. Chandler

DES:fp srb

RECEIVED
DEC 17 1964
FOR FILING

Copy To Young
12-17-64

FORM E-123X 50M 12-63

RECEIVED
JUL 28 1964
FOR FILING
F 330(3)

COMMISSIONERS
GLENN A. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
July 21, 1964

Eugene Water and Electric Board
P. O. Box 1412
Eugene, Oregon

ATTENTION: Mr. C. H. Strong

Re: Relocation of 2 Guy Poles
Laura St.-Mohawk Rd. Section
Eugene-Springfield Highway
Lane County
Contract No. 6364
Project No. F 330(3)

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project as submitted with your letter of June 29, 1964 has been approved by the State. You are hereby authorized to proceed with the work as of June 12, 1964.

Reimbursement for the work performed subsequent to June 12, 1964 in the amount of $601.72, will be made in accordance with paragraph 7-e(3) of PPM 30-4 upon receipt of your statement. Please be sure to include beginning and completion dates of the work in the statement.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: L. P. Shaw
L. H. Young (2)
C. H. Maison
L. R. Chandler
James E. Chaney
D. J. Sage
P. R. Barnhart

NOTED
LLOYD R. SEELY

RECEIVED
JUL 22 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 29 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Color on Back Only

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name ... - Shoak Road Section ... Date ... May 22 ..., 19 64

Highway ... Springfield ... Contract No. ... 6364

County ... Linn ... Prefix ... 120-1003

Contractor ... Sl[illegible]-Hall ... F. A. Project No. ... F-330(3)

Address ... 11[illegible] S.W. Barbur Blvd., Portland 39, Oregon ... Order No. ... 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Adjust manhole: Furnish equipment, materials and labor necessary to adjust manhole in accordance with drawing as shown on the reverse side of this order.

Location by station numbers:

226 + 85 left

Estimate of quantities and cost:

Materials	$ 74.00
Equipment Rental.	23.00
Labor.	57.00
Net Cost	$154.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Force account work to be performed in accordance with the contract Special Provisions. Maximum equipment rental rates shall be as per State-AGC agreement.

Work covered by this order has not been started. (OVER)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 1,147,826.87
Present estimate of project cost, including $ 154.00 for work under this order	$ 1,147,826.87
Expected under-run / over-run amount	$ none
Expected under-run / over-run per cent	none

Space to right of this line is for use of Salem Office

Submitted by: /s/ James E. Chaney
Resident Engineer

Approval Recommended: /s/ G. L. Dreyer
Construction Engineer or Bridge Engineer

NOTED
LLOYD

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer-on Office Engineer.

State Printing
Orig & 4 Yellow 6-16-64

This type of manhole adjustment not covered by bid items.

This manhole is a part of the City of Springfield's sanitary sewer system. The City has requested that this adjustment be made in order to provide quick and easy access for cleaning.

RECEIVED
JUN 5 - 1964

FOR FILING

Form R-204-BM

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date MAY 27 1964
Title
U.S. Bureau of Public Roads

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Laura St.-Mohawk Rd. Date May 20, 1964

Highway Eugene-Springfield Contract No. 6364

County Lane Prefix 120-1003

Contractor Slate-Hall F. A. Project No. F-330(3)

Address 11655 S.W. Barbur Blvd., Portland 23, Oreg. Order No. 1 - Supplemental

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Flagging

Location by station numbers:

Throughout project

Estimate of quantities and cost:

Previously Authorized	$2,000.00
Additional Labor	2,500.00
Total	$4,500.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

State participation in flagging cost as per Contract and Special Provisions.
Flagging work to be performed in accordance with Contract Special Provisions.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 1,147,826.87	Space to right of this line is for use of Salem Office
Present estimate of project cost, including $ 2,500.00 for work under this order	$ 1,147,826.87	
Expected ~~under-run~~ over-run amount	$ none	
Expected ~~under-run~~ over-run per cent	none	

Submitted by: /s/ James E. Chaney
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Carl M. Williams
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing
original To Young
6-5-64

RECEIVED
MAY 21 1964
ENGINEERING

477 Cottage Street NE.
Salem, Oregon 97301

May 8, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by 08-35.4-BA
G. R. Brooks
Div. Engineer
G. R. Brooks
District Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project F-330(3)
Laura St. - Mohawk Road Section, Eugene - Springfield Highway
State Force Work Order No. 4

Reference is made to your letter dated April 29, 1964 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

RECEIVED
MAY 21 1964

original To Young
with attach.
5-21-64

NOTED
LLOYD P. SHAW

RECEIVED
MAY 11 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

May 5, 1964

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.8-BA Salem, Oregon

Oregon Federal Aid Project F-330(3), State Force Work Order No. 7
Laura St.-Mohawk Road Section of Eugene-Springfield Highway

Reference is made to your letter dated April 22, 1964 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

original to Young with attach.
5-11-64

NOTED
LLOYD P. SHAW

Form A-186—52

APPROVED
Contingent upon modification of project agreement if additional funds are required.
MAY Date 1964 by G L Brooks
Title Director
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 7

Project Name Laura Street-Mohawk Road Date April 16, 1964

Highway Eugene-Springfield Contract No. 6364 F. A. Project No. F-330(3)

County Lane Prefix 120-1003 Account No. 224 238 F.A.H.

Description of Work To Be Done:

Grass seeding, fertilizing and mulching to be done by State erosion control crews on cut and fill slopes throughout the project as protection against erosion and for roadside improvement.

Location by Station Numbers:

Between Stations 167+20 to 265+92.92

Estimate of Quantities and Costs:

10 Acres Seed and Fertilize at $50.00 an Acre	$ 500.00
10 Acres Mulching at $110.00 an Acre	1,100.00
Total	$1,600.00

Materials to be used per Acre: 25 lbs. Mixed Grass Seed
400 lbs. 10-16-8 Fertilizer
2 tons Grass Straw

Explanation:

State is equipped to perform work with specialized equipment with substantial savings of public funds. Funds needed have been authorized. The work has not been done.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 1147,826.87
Present estimate of project cost, including $1,600.00 for work under this order	$ 1147,826.87
Expected [redacted] over-run (amount)	$ none
Expected [redacted] over-run (per cent)	none

Space to right of this line is for use of Salem Office

Submitted by: /s/ James E. Chaney
James E. Chaney Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved: /s/ L. H. Young
[redacted] Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
MAY 4 - 1964
FOR FILING

FORM E-20 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1964

SUBJECT: Laura St.-Mohawk Rd. Section
Eugene-Springfield Highway
Contract No. 6364

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

NOTED
R. L PORTER

Herewith a copy of a report from L. R. Chandler concerning the occurrences leading up to the complaint by Springfield City Manager Frank R. Smiley.

Our contractor did disturb the drainage in the area somewhat during the construction of the footings for the 5th Street stucture but has taken care of this drainage plus other additional poor drainage which was caused by utility construction in the area. We feel we have met our obligation as far as the City is concerned and at the proper time will reconstruct that portion of 5th Street which is our obligation.

I believe Mr. Chandler made personal contact with Mr. Smiley and it appears that the matter has been amicably settled.

F. D. Morgan
Construction Engineer

By J. F. Putnam

J. F. Putnam
Assistant Construction Engineer

NOTED
LLOYD P. SHAW

JFP:fp
Attach.

RECEIVED
MAY 1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 22, 1964

SUBJECT: Laura Street-Mohawk Road Section
Eugene-Springfield Highway
Contract 6364

To: F. D. Morgan
Construction Engineer
Salem, Oregon

Attention: J. F. Putnam

With regard to the occurrences leading up to Springfield City Manager Frank Smiley's letter to myself under date of April 21, I wish to advise as follows.

The bridge subcontractor, Hamilton & Thoms, on the Laura Street-Mohawk Road project, did some work immediately under the structure over 5th Street which somewhat tore up an already weak and poor road surface. Under Mr. Chaney's direction, he then repaired this damage. The City was not satisfied and Chaney again had the subcontractor do more work on the street, including some drainage and some potholes beyond the area on which they had worked. The City Engineer, Mr. Ison, was apparently and probably satisfied but was reversed by Mr. Smiley who demanded that the contractor repair the whole street. Mr. Chaney probably improperly told the subcontractor again to do this. The contractor was somewhat incensed and advised that he would do this only under force account or a claim for the work. He also went to several residents in the nearby vicinity and secured statements from five of them, including two service station operators, a market manager and two nearby residents. The general tenure of the statements of the people interviewed was that the street was in much better shape now than it had been. Mr. Chaney reported these circumstances.

I called Mr. Smiley and asked him direct if we had a problem between the City and the State or if in his opinion we had only a misunderstanding. I advised him also that we would, as soon as the proper stage of the work arrived, repair the street completely as called for on the plans. He answered that we had no problem, that we had only had an misunderstanding.

CONSTRUCTION DIVISION
RECEIVED
APR 23 1964
NOTED: CE ACE ACE CCE

Attention : J. F. Putnam

Mr. Chaney has made a complete report and I consider his handling of the affair to be very proper. I consider the matter closed. Mr. Porter was verbally advised during the course of a telephone conversation pertaining to other matters.

L. R. Chandler
Division Engineer

LRC:dlh

cc: Mr. Rod Porter,
eputy Highway Engineer
alem, Oregon

SHAW

April 21, 1964

Mr. L. R. Chandler
Division Engineer
Oregon State Highway Department
Roseburg, Oregon

Dear Mr. Chandler:

Several weeks ago our City Engineer contacted the Resident Engineer on the Laura Street-Mohawk Road Section of the 'Q' Street Highway project relative to the condition of 5th Street underneath the overpass which is now under construction at 5th and 'Q'. Your Resident Engineer, Mr. Chaney, came to the office that day and indicated to both Mr. Eison and myself that the damaged sections of 5th Street and the hazardous chuck holes would be repaired by the contractor, and that the state representative would see that this was promptly taken care of.

Following several weeks of no action at all there has been some improvement to the roadside ditches this past week, and today I received a copy of a letter from Mr. Chaney indicating that there would be no maintenance work on 5th Street by the State Highway Department or their contractor.

If it is necessary for the City of Springfield to make these minor repairs to chuck holes in 5th Street for the safety of motorist using this stretch, we will do so, but I should like to register this complaint with the State Highway Department while we are in the process of doing work which your representative had indicated that he would have done.

Very truly yours,

Frank R. Smiley

Frank R. Smiley
City Manager

FRS:mp

cc: James E. Chaney, Resident Engineer
Eugene, Oregon
Lem Eison, City Engineer

RECEIVED
APR 22 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 22 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 29 1964

April 29, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 4, Account No. 274, covering the installation and removal of a fully actuated traffic signal on the Laura St.-Mohawk Road Section of the Eugene-Springfield Highway in Lane County, Contract No. 6364, in connection with Federal-Aid Project No. F-330(3).

As noted in the Resident Engineer's letter of September 26, 1963, copies of which are attached, hauling through the intersection of Laura and "Q" Streets is necessary to get materials to the project. The number of flagmen which would be required for minimum safety and control of traffic would cost an estimated $12,600. The State's share of the signal is estimated at $2,012.50, or 57½% of the total cost of $3,500. Federal participation is estimated as $1,207.50.

The contractor is not equipped to do the installation work, and it was done by State forces after verbal approval by the BPR District and Area Engineers on December 26, 1963. Your approval of the order under the provisions of PPM 21-6.3 as of that date is requested.

Attached are copies of the estimate of a qualified electrical contractor, Trowbridge Electric Co., for installing this signal, as requested by your office.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Encl.

DBP:ia

Monthly transaction number	Form 2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
F-330(3)-78		Oregon
Project report number	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County
8	4/22/64	Lane
		Project number
		F-330(3)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 22, 19 64, is hereby modified as follows:

Revised estimated total cost of project $ 1,111,068.00

Revised Federal funds $ 698,000.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 22 day of April, 19 64.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd L. Tuttle

ASSISTANT State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. H. Parsons
Division Engineer

By: L. B. Backlund, Administrative Mgr.

USComm-DC 11170

Oregon State Highway Department

Federal Aid
Project No. F-330(3)

LAURA STREET-MOHAWK ROAD SECTION OF THE

EUGENE-SPRINGFIELD HIGHWAY IN LANE COUNTY

(Estimate as a basis for modification of project agreement. Based on low bid prices. Includes all work retained in PS & E Status.)

Salem, Oregon, March 27, 1964

Type Code 6201
Roadway (Sta. 177+00 to Sta. 265+92.92)(Contract No. 6364)

Clearing and Grubbing	All Required		$ 10,000.00
Drainage Excavation, Unclassified	1,130 cu.yds.	$ 2.50	2,825.00
Embankment in Place	382,500 cu.yds.	1.00	382,500.00
Furnishing and Placing Topsoil	5,300 cu.yds.	1.50	7,950.00
Loose Riprap	100 cu.yds.	5.00	500.00
Finishing Roadbed and Slopes	0.95 mile	2,000.00	1,900.00
18-inch Culvert Pipe	1,060 lin.ft.	4.50	4,770.00
8-inch Corrugated Metal Pipe	300 lin.ft.	2.50	750.00
18-inch Concrete Pipe	14 lin.ft.	7.00	98.00
8-inch Sewer Pipe	84 lin.ft.	2.85	239.40
18-inch Sewer Pipe	690 lin.ft.	7.00	4,830.00
18-inch Culvert End Sections	10 only	38.00	380.00
Salvaging and Reinstalling Culvert Pipe	120 lin.ft.	4.00	480.00
Salvaging and Stockpiling Culvert Pipe	44 lin.ft.	5.00	220.00
Concrete Inlets, Type "G"	5 only	150.00	750.00
Adjustment of Manholes	1 only	120.00	120.00
Concrete Curbs and Gutters	50 cu.yds.	47.00	2,350.00
Concrete End Pieces	1 only	210.00	210.00
Metal Guard Rail	10,000 lin.ft.	2.40	24,000.00
Metal Median Barrier	9,680 lin.ft.	3.85	37,268.00
Rail End Pieces	32 only	4.60	147.20
Salvage and Reinstall Guard Rail	166 lin.ft.	1.20	199.20
Guide Posts, W-1	50 only	6.25	312.50
Guide Posts, Y-1	20 only	6.25	125.00
Guide Posts, Y-2	84 only	6.75	567.00
Guide Posts, Y-3	3 only	7.25	21.75
1-inch Electrical Conduit	48 lin.ft.	1.50	72.00
1½-inch Electrical Conduit	300 lin.ft.	2.00	600.00
Type 2 Fence	600 rods	6.90	4,140.00
Coarse Crushed Material in Base	97,500 tons	1.40	136,500.00
3/4" - 0 Material in Base	13,500 tons	1.70	22,950.00
Sprinkling	3,150 gals.	2.50	7,875.00
Preparation of Base	All Required		550.00
3/4" - 0 Material in Binder Course	550 cu.yds.	4.75	2,612.50
RC-250 Asphalt	86 tons	42.00	3,612.00

Class "B" Asphaltic Concrete	16,950	tons	$ 5.45	$ 92,377.50
Asphaltic Concrete Traffic Markers, Type "L"	1,320	lin.ft.	1.00	1,320.00
Vertical Alternate Flashing Beacon	All Required			1,500.00
Removal of Existing Sign Installations	All Required			150.00
Furnish 8" BP 36# Steel Piling	174	lin.ft.	5.50	957.00
Drive Steel Piles	11	only	75.00	825.00
Sign Support Footings	All Required			950.00
Metal Sign Posts	All Required			1,100.00
Single Sign Supports	All Required			2,800.00
Triple Sign Supports	All Required			2,500.00
Wood Sign Posts	All Required			1,500.00
Type "A" Signs in Place	1,124	sq.ft.	6.90	7,755.60
Type "C" and "D" Signs in Place	313	sq.ft.	3.50	1,095.50
Type "E" and "F" Signs in Place	97	sq.ft.	3.85	373.45
Type "K" Signs in Place	47	sq.ft.	6.35	298.45
Type "P" Signs in Place	5	sq.ft.	4.70	23.50
				$777,950.55
Flagging (57½% of Contractor's Cost)	All Required			$ 2,000.00
Seeding and Mulching	All Required			1,600.00
				$ 3,600.00
Utilities				
Work by Eugene Water & Electric Board	All Required			$ 9,200.00
	Subtotal			$790,750.55
	10% Engr. & Cont.			79,074.45
	Total			$869,825.00

Type Code X581
2nd & 3rd St. O'xing (Br. #8814)(Sta. 190+21.66 to Sta. 193+21.66)
(Contract 6364)

Shoring, Cribbing, Etc.	All Required			$ 7,000.00
Structural Excavation	1,300	cu.yds.	$ 6.00	7,800.00
Structural Excavation Below Elevation Shown	100	cu.yds.	15.00	1,500.00
Class "A" Concrete (1,050 cu.yds.)	All Required			70,000.00
55' to 60' Type III Prestressed Beams	21	only	920.00	19,320.00
60' to 65' Type III Prestressed Beams	14	only	920.00	12,880.00
Metal Reinforcement (228,400 lbs.)	All Required			2,500.00
Preparation of Slopes	1,130	sq.yds.	2.00	2,260.00
Concrete Slab Riprap	1,130	sq.yds.	7.00	7,910.00
				$131,170.00

Type Code K281
5th St. Overcrossing (Br. #9208)(Sta. 207+53.83 to Sta. 209+03.83)(Contract 6364)

Shoring, Cribbing, Etc.	All Required		$ 2,000.00
Structural Excavation	600 cu.yds.	$ 5.00	3,000.00
Structural Excavation Below Elevation Shown	60 cu.yds.	15.00	900.00
Class "A" Concrete (589 cu.yds.)	All Required		39,000.00
40' to 45' Type II Prestressed Beams	18 only	600.00	10,800.00
60' to 65' Type II Prestressed Beams	14 only	800.00	11,200.00
Metal Reinforcement (116,000 lbs.)	All Required		13,000.00
Preparation of Slopes	800 cu.yds.	2.00	1,600.00
Concrete Slab Riprap	800 cu.yds.	7.00	5,600.00
			$ 87,100.00
Work by Southern Pacific Co.	All Required		$ 552.00
Work by Western Union Tel. Co.	All Required		490.00
			$ 1,042.00
		Subtotal	$219,312.00
		10% Engr. & Cont.	21,931.00
		Total	$241,243.00

Length of Roadway - - - - - - - - - 1.599 Miles
Length of 2 Structures - - - - - - 0.085 Mile
Total Length - - - - - - - - - - - 1.684 Miles
Cost of Roadway Per Mile- - - - - $543,980.61

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 869,825.00	$547,000.00	$322,825.00
Structures	241,243.00	151,000.00	90,243.00
	$1,111,068.00	$698,000.00	$413,068.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

LAURA ST.-MOHAWK ROAD SECTION

PROJECT NO. F-330(3)

Estimated cost of work by Southern Pacific Company

Remove and Reconstruct Fence	$270.00
Equipment Rental	14.00
Freight	1.00
Material Handling	3.00
Vacation Allowance	11.00
Holiday Pay	4.00
Health and Welfare	32.00
RR Ret. & Unemp. Taxes	104.00
Pl., Pd. & W.C. Insurance	39.00
Accounting and Billing	24.00
Contingencies	50.00
	$552.00

Estimated cost of work by Eugene Water and Electric Board

Labor	$3,300.00
Equipment	1,500.00
Material	4,000.00
Freight	300.00
Miscellaneous, Tar, etc.	100.00
	$9,200.00

Estimated cost of work by the Western Union Telegraph Company

Labor	$474.00
Equipment	30.00
Miscellaneous Expense	16.00
Salvage Credit	-30.00 Cr.
	$490.00

REPORT

Form Approved; Budget Bureau No. 41-R2089

TRANSACTION NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
FOR FILING	**FEDERAL-AID PROJECT AGREEMENT**	Oregon
PROJECT REPORT NO.	*(PPM 21-7)*	COUNTY
3	1-22-64	Lane
		PROJECT NO. F-330(3)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

St. Rd. Laura St. to Mohawk Road

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10-28-63	1.684
OTHER *(Specify)*		

FUNDS	
ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 1,100,409.00	$ 692,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd J. Stum
Asst. State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)
By: E. E. Backlund, Administrative Mgr.

Date executed by Division Engineer January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

THE STATE HIGHWAY DEPARTMENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE RULES AND REGULATIONS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, COLOR OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY CREATED THEREBY.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER NO. 11114 OF JUNE 22, 1963, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SAID COMMITTEE, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN THE SAID EXECUTIVE ORDER OR BY RULE, REGULATION OR ORDER OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, OR AS OTHERWISE PROVIDED BY LAW.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY ISSUED PURSUANT TO SECTION 303 OF EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE BUREAU OF PUBLIC ROADS MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE BUREAU, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES."

THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE IN ANY FEDERALLY ASSISTED CONSTRUCTION WORK WHICH IT PERFORMS ITSELF OTHER THAN THROUGH THE PERMANENT WORK FORCE DIRECTLY EMPLOYED BY AN AGENCY OF GOVERNMENT.

THE STATE HIGHWAY DEPARTMENT AGREES THAT IT WILL COOPERATE ACTIVELY WITH THE BUREAU OF PUBLIC ROADS AND THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE COMMITTEE, THAT IT WILL FURNISH THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE BUREAU OF PUBLIC ROADS IN THE DISCHARGE OF THE BUREAU'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE. THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11114 WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925 AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE BUREAU OF PUBLIC ROADS OR THE COMMITTEE PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925. IN ADDITION, THE STATE HIGHWAY DEPARTMENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS THE BUREAU OF PUBLIC ROADS MAY CANCEL, TERMINATE OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE), MAY REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE UNDER ANY OF ITS PROGRAMS SUBJECT TO EXECUTIVE ORDER 11114 UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH STATE HIGHWAY DEPARTMENT, OR MAY REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

Oregon State Highway Department

Federal-Aid
Project No. F-330(3)

LAURA STREET-MAHAN ROAD SECTION OF THE

EUGENE-SPRINGFIELD HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 11, 1963

Type Code 6201
Roadway (Sta. 177 00 to Sta. 265 92.92)(Contract No. 6364)

Clearing and Grubbing	All Req.		$ 10,000.00
Drainage Excavation, Unclassified	1,130 cu.yd.	$ 2.50	2,825.00
Embankment in Place	382,500 cu.yd.	1.00	382,500.00
Furnishing and Placing Topsoil	5,300 cu.yd.	1.50	7,950.00
Loose Riprap	100 cu.yd.	5.00	500.00
Finishing Roadbed and Slopes	0.95 mile	2,000.00	1,900.00
18-inch Culvert Pipe	1,060 lin.ft.	4.50	4,770.00
8-inch Corrugated Metal Pipe	300 lin.ft.	2.50	750.00
18-inch Concrete Pipe	14 lin.ft.	7.00	98.00
8-inch Sewer Pipe	84 lin.ft.	2.85	239.40
18-inch Sewer Pipe	690 lin.ft.	7.00	4,830.00
18-inch Culvert End Sections	10 only	38.00	380.00
Salvaging and Reinstalling Culvert Pipe	120 lin.ft.	4.00	480.00
Salvaging and Stockpiling Culvert Pipe	44 lin.ft.	5.00	220.00
Concrete Inlets, Type "G"	5 only	150.00	750.00
Adjustment of Manholes	1 only	120.00	120.00
Concrete Curbs and Gutters	50 cu.yd.	47.00	2,350.00
Concrete End Pieces	1 only	210.00	210.00
Metal Guard Rail	10,000 lin.ft.	2.40	24,000.00
Metal Median Barrier	9,680 lin.ft.	3.85	37,268.00
Rail End Pieces	32 only	4.60	147.20
Salvage and Reinstall Guard Rail	166 lin.ft.	1.20	199.20
Guide Posts, W-1	50 only	6.25	312.50
Guide Posts, Y-1	20 only	6.25	125.00
Guide Posts, Y-2	84 only	6.75	567.00
Guide Posts, Y-3	3 only	7.25	21.75
1-inch Electrical Conduit	48 lin.ft.	1.50	72.00
1 1/2-inch Electrical Conduit	300 lin.ft.	2.00	600.00
Type 2 Fence	600 rod	6.90	4,140.00
Coarse Crushed Material in Base	97,500 ton	1.40	136,500.00
3/4" - 0 Material in Base	13,500 ton	1.70	22,950.00
Sprinkling	3,150 gal.	2.50	7,875.00
Preparation of Base	All Req.		550.00
3/4" - 0 Material in Binder Course	550 cu.yd.	4.75	2,612.50
RC-250 Asphalt	86 ton	42.00	3,612.00
Class "B" Asphaltic Concrete	16,950 ton	5.45	92,377.50
Asphaltic Concrete Traffic Markers, Type L	1,320 lin.ft.	1.00	1,320.00

Vertical Alternate Flashing Beacon	All Req.			$ 1,500.00
Removal of Existing Sign Installations	All Req.			150.00
Furnish 8" BP 36# Steel Piling	174 lin.ft.	$	5.50	957.00
Drive Steel Piles	11 only		75.00	825.00
Sign Support Footings	All Req.			950.00
Metal Sign Posts	All Req.			1,100.00
Single Sign Supports	All Req.			2,800.00
Triple Sign Supports	All Req.			2,500.00
Wood Sign Posts	All Req.			1,500.00
Type "A" Signs in Place	1,124 sq.ft.		6.90	7,755.60
Type "C" and "D" Signs in Place	313 sq.ft.		3.50	1,095.50
Type "E" and "F" Signs in Place	97 sq.ft.		3.85	373.45
Type "K" Signs in Place	47 sq.ft.		6.35	298.45
Type "P" Signs in Place	5 sq.ft.		4.70	23.50
				$777,950.55
Flagging (57½$ of Contractor's Cost)	All Req.			$ 2,000.00
Seeding and Mulching	All Req.			1,600.00
				$ 3,000.00
	Subtotal			$781,550.55
	10% Engr. & Cont.			78,154.45
	Total			$859,705.00

Type Code X581
2nd and 3rd St. O'xing (Br. #8844)(Sta. 190+21.66 to Sta. 193+21.66)
(Contract No. 6364)

Shoring, Cribbing, etc.	All Req.			$ 7,000.00
Structural Excavation	1,300 cu.yd.	$	6.00	7,800.00
Structural Excavation Below Elevation Shown	100 cu.yd.		15.00	1,500.00
Class "A" Concrete (1,050 cu.yds.)	All Req.			70,000.00
55' to 60' Type III Prestressed Beams	21 only		920.00	19,320.00
60' to 65' Type III Prestressed Beams	14 only		920.00	12,880.00
Metal Reinforcement (228,400 lbs.)	All Req.			2,500.00
Preparation of Slopes	1,130 sq.yd.		2.00	2,260.00
Concrete Slab Riprap	1,130 sq.yd.		7.00	7,910.00
				$131,170.00

Type Code X281
5th St. O'xing (Br. #7208)(Sta. 207+53.83 to Sta. 209+03.83)(Contract No. 6364)

Shoring, Cribbing, etc.	All Req.			$ 2,000.00
Structural Excavation	600 cu.yd.	$	5.00	3,000.00
Structural Excavation Below Elevation Shown	60 cu.yd.		15.00	900.00

Class "A" Concrete (589 cu.yds.)	All Req.		$ 39,000.00
40' to 45' Type II Prestressed Beams	18 only	$ 600.00	10,800.00
60' to 65' Type II Prestressed Beams	14 only	800.00	11,200.00
Metal Reinforcement (116,000 lbs.)	All Req.		13,000.00
Preparation of Slopes	800 cu.yd.	2.00	1,600.00
Concrete Slab Riprap	800 cu.yd.	7.00	5,600.00
			$ 87,100.00
work by Southern Pacific Co.	All Req.		$ 552.00
	Subtotal		$218,822.00
	10% Engr. & Cont.		21,882.00
	Total		$240,704.00

Length of Roadway - - - - - 1.599 Miles
Length of 2 Structures- - - 0.085 Mile
Total Length- - - - - - - - 1.684 Miles
Cost of Roadway Per Mile- - $537,651.05

SUMMARY OF COSTS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 859,705.00	$541,000.00	$318,705.00
Structures	240,704.00	151,000.00	89,704.00
	$1,100,409.00	$692,000.00	$408,409.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Work Retained in PS & E Status

Description	Total Cost	Federal Funds	State Funds
Work by City of Springfield	$1,100.00	$ 690.00	$ 410.00
Work by Pacific Power & Light Co.	1,100.00	690.00	410.00
Work by Eugene Water & Electric Board	1,100.00	690.00	410.00
Work by Western Union Tel. Co.	2,750.00	1,730.00	1,020.00
	$6,050.00	$3,800.00	$2,250.00

LAURA ST.-MOHAWK ROAD SECTION

PROJECT NO. F-330(3)

Estimated Cost of work by Southern Pacific Company.

Remove and Reconstruct Fence	$270.00
Equipment Rental	14.00
Freight	1.00
Material Handling	3.00
Vacation Allowance	11.00
Holiday Pay	4.00
Health and Welfare	32.00
RR Ret. & Unemployment Taxes	104.00
PL, PD and WC Insurance	39.00
Accounting and Billing	24.00
Contingencies	50.00
	$552.00

Oregon State Highway Department

Federal Aid
Project No. F-330(3)

LAURA STREET-MOHAWK ROAD SECTION OF THE

EUGENE-SPRINGFIELD HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 18, 1963

Type Code 6201
Roadway (Sta. 177+00 to Sta. 265+92.92)

Clearing and Grubbing	All Required			$ 10,000.00
Drainage Excavation, Unclassified	1,130	cu.yds.	$ 3.00	3,390.00
Embankment in Place	382,500	cu.yds.	0.90	344,250.00
Furnishing and Placing Topsoil	5,300	cu.yds.	2.00	10,600.00
Loose Riprap	100	cu.yds.	5.00	500.00
Finishing Roadbed and Slopes	0.95	miles	1,500.00	1,425.00
18-inch Culvert Pipe	1,060	lin.ft.	5.00	5,300.00
8-inch Corrugated Metal Pipe	300	lin.ft.	2.50	750.00
18-inch Concrete Pipe	14	lin.ft.	5.00	70.00
8-inch Sewer Pipe	84	lin.ft.	2.00	168.00
18-inch Sewer Pipe	690	lin.ft.	3.25	2,587.50
18-inch Culvert End Sections	10	only	50.00	500.00
Salvaging and Reinstalling Culvert Pipe	120	lin.ft.	3.00	360.00
Salvaging and Stockpiling Culvert Pipe	44	lin.ft.	4.00	176.00
Concrete Inlets, Type "G"	5	only	100.00	500.00
Adjustment of Manholes	1	only	100.00	100.00
Concrete Curbs and Gutters	50	cu.yds.	45.00	2,250.00
Concrete End Pieces	1	only	150.00	150.00
Metal Guard Rail	10,000	lin.ft.	2.50	25,000.00
Metal Median Barrier	9,680	lin.ft.	3.75	36,300.00
Rail End Pieces	32	only	5.00	160.00
Salvage and Reinstall Guard Rail	166	lin.ft.	1.50	249.00
Guide Posts, W-1	50	only	7.00	350.00
Guide Posts, Y-1	20	only	7.50	150.00
Guide Posts, Y-2	84	only	8.25	693.00
Guide Posts, Y-3	3	only	9.00	27.00
1-inch Electrical Conduit	48	lin.ft.	2.00	96.00
1½-inch Electrical Conduit	300	lin.ft.	2.75	825.00
Type 2 Fence	600	rods	7.00	4,200.00
Coarse Crushed Material in Base	97,500	tons	1.50	146,250.00
3/4"-0 Material in Base	13,500	tons	1.60	21,600.00
Sprinkling	3,150	gals.	3.00	9,450.00
Preparation of Base	All	Required		800.00
3/4"-0 Material in Binder Course	550	cu.yds.	4.25	2,337.50
RC-250 Asphalt	86	tons	42.00	3,612.00
Class "B" Asphaltic Concrete	16,950	tons	6.00	101,700.00
Asphaltic Concrete Traffic Markers, Type "L"	1,320	lin.ft.	1.00	1,320.00

Vertical Alternate Flashing Beacon	All Required		$ 500.00
Removal of Existing Sign Installation	All Required		100.00
Furnish 8" BP 36# Steel Piling	174 lin.ft.	$ 5.10	887.40
Drive Steel Piles	11 only	75.00	825.00
Sign Support Footings	All Required		800.00
Metal Sign Posts	All Required		945.00
Single Sign Supports	All Required		2,500.00
Triple Sign Supports	All Required		1,500.00
Wood Sign Posts	All Required		740.00
Type "A" Signs in Place	1,124 sq.ft.	6.70	7,530.80
Type "C" abd "D" Signs in Place	313 sq.ft.	3.65	1,142.45
Type "E" and "F" Signs in Place	97 sq.ft.	4.05	392.85
Type "K" Signs in Place	47 sq.ft.	7.25	340.75
Type "P" Signs in Place	5 sq.ft.	6.25	31.25
			$756,431.50
Flagging (5 7½% of Contractor's Cost)	All Required		$ 2,000.00
Seeding and Mulching	All Required		1,600.00
			$ 3,600.00
Utilities			
Work by City of Springfield	All Required		$ 1,000.00
Work by Pacific Power & Light Co.	All Required		1,000.00
Work by Eugene Water and Electric Board	All Required		1,000.00
			$ 3,000.00
	Subtotal		$763,031.50
	10% Engr. & Cont.		76,302.50
	Total		$839,334.00

Type Code I581
2nd and 3rd St. O'Xing (Br. #8844)(Sta. 190+21.66 to Sta. 193+21.66)

Shoring, Cribbing, etc.	All Required		$ 10,000.00
Structural Excavation	1,300 cu.yds.	$ 5.00	6,500.00
Structural Excavation Below Elevation Shown	100 cu.yds.	10.00	1,000.00
Class "A" Concrete (1,050 cu.yds. $70.00)	All Required		73,500.00
55' to 60' Type III Prestressed Beams	21 only	1,050.00	22,050.00
60' to 65' Type III Prestressed Beams	14 only	1,050.00	14,700.00
Metal Reinforcement (228,400 lbs. $0.12)	All Required		27,408.00
Preparation of Slopes	1,130 sq.yds.	1.50	1,695.00
Concrete Slab Riprap	1,130 sq.yds.	7.00	7,910.00
			$164,763.00

Type Code X281
5th St. O'Xing (Br. #9208)(Sta. 207+53.83 to Sta. 209+03.83)

Shoring, Cribbing, etc.	All Required		$ 5,000.00
Structural Excavation	600 cu.yds.	$ 6.00	3,600.00
Structural Excavation Below Elevation Shown	60 cu.yds.	10.00	600.00
Class "A" Concrete (589 cu.yds. $70.00)	All Required		41,230.00
40' to 45' Type II Prestressed Beams	18 only	550.00	9,900.00
60' to 65' Type II Prestressed Beams	14 only	750.00	10,500.00
Metal Reinforcement (116,000 lbs. $0.12)	All Required		13,920.00
Preparation of Slopes	800 cu.yds.	1.50	1,200.00
Concrete Slab Riprap	800 cu.yds.	7.00	5,600.00
			$ 91,550.00
Work by Southern Pacific Co.	All Required		$ 552.00
Work by Western Union Tel. Co.	All Required		2,500.00
			$ 3,052.00
	Subtotal		$259,365.00
	10% Engr. & Cont.		25,936.00
	Total		$285,301.00

Length of Roadway - - - - - - - - - - - - - - - -1.599 miles
Length of 2 structures- - - - - - - - - - - - - -0.085 miles
Total Length- - - - - - - - - - - - - - - - - - - -1.684 miles
Cost of Roadway per Mile- - - - - - - - - - - - -$524,911.81

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 839,334.00	$528,000.00	$311,334.00
Structures	285,301.00	179,000.00	106,301.00
	$1,124,635.00	$707,000.00	$417,635.00

LAURA ST.-MOHAWK ROAD SECTION

Project No. F-330(3)

Estimated Cost of Work by Southern Pacific Company:

Remove and Reconstruct Fence	$ 270.00
Equipment Rental	14.00
Freight	1.00
Material Handling	3.00
Vacation Allowance	11.00
Holiday Pay	4.00
Health and Welfare	32.00
R. R. Ret. and Unemp. taxes	104.00
Pl., Pd. and W.C. Ins.	39.00
Accounting and Billing	24.00
Contingencies	50.00
	$ 552.00

LAURA ST.-MOHAWK ROAD SECTION

Project No. F-330(3)

Prestressed Beam Quantities:

55' - 60' Type III Beams

Overhead	$ 125.00
Class "AA" Concrete (8.98 cu.yds. $50.00)	449.00
Metal Reinforcement (838 lbs. $0.12)	100.56
Prestress Steel (880 lbs. $0.40)	352.00
	$1,026.56

60' - 65' Type III Beams

Overhead	$ 125.00
Class "AA" Concrete (9.0 cu.yds. $50.00)	450.00
Metal Reinforcement (838 lbs. $0.12)	100.56
Prestress Steel (889 lbs. $0.40)	355.60
	$1,031.16

40' - 45' Type II Beams

Overhead	$ 100.00
Class "AA" Concrete (4.29 cu.yds. $50.00)	214.50
Metal Reinforcement (590 lbs. $0.12)	70.80
Prestress Steel (419 lbs. $0.40)	167.60
	$ 552.90

60' - 65' Type II Beams

Overhead	$ 100.00
Class "AA" Concrete (5.95 cu.yds. $50.00)	297.50
Metal Reinforcement (640 lbs. $0.12)	76.80
Prestress Steel (713 lbs. $0.40)	284.20
	$ 758.50

RECEIVED
APR 23 1964
FOR FILING

April 22, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 7, Account No. 224-238, covering seeding and mulching on the Laura Street-Mohawk Road Section of the Eugene-Springfield Highway in Lane County, Contract No. 6364, in connection with Federal Aid Project No. F-330(3).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $1,600.00, with Federal participation of $960.00.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt
Enc.

RECEIVED
APR 13 1964
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

April 8, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons
Division Engineer
Salem, Oregon

Original signed by
By: T. Dec T. Dec
Engineering Coordinator

Oregon Project F-330(3), Laura St. - Mohawk Road Section
Springfield Utility Board Relocation Adjustment

Your letter of April 7, 1964 requested a change in the effective date for the subject utility to proceed with actual construction.

You are now authorized to proceed with the adjustment effective January 6, 1964. This modifies our previous authorization made January 9, 1964 in our memorandum of that date.

original To Young
cc Morgan
L. Schaffield
4-13-64

NOTED
LLOYD P. SHAW

RECEIVED
MAR 20 1964
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

March 16, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
C. R. Brocks
District Engineer

A. W. Parsons, Division Engineer
08-35.2DA Salem, Oregon

By: G. R. Brocks
District Engineer

Oregon Project F-330(3)
Laura St.-Mohawk Rd. Section
Eugene Water & Electric Board Utility Adjustment

Our memorandum dated October 28, 1963 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letters dated November 6, 1963, furnished prior to award of contract for the physical construction, your supplemental Staff Attorney's letter dated March 2, 1964, and the above-mentioned utility's letters dated November 22, 1963 and December 6, 1963, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated December 18, 1963. This approval is with the exception that your Staff Attorney's letter of March 2, 1964 should have made reference to the original letter dated November 6, 1963, or in some other way made appropriate references to requirements under BPR Policy and Procedure Memorandum No. 30-4. A satisfactory manner of handling this exception would be to so advise the Eugene Water & Electric Board in your approval letter to them and furnish this office with three copies of your letter.

Our program memorandum dated October 28, 1963 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective October 25, 1963. You were authorized to proceed with actual adjustments for the above-mentioned utility effective December 18, 1963. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

Copy To Young
3-19-64

NOTED
LLOYD P. SHAW

RECEIVED
FEB 19 1964
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon 97301

February 10, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Signed by
A. W. Parsons
Div. Engineer

A. W. Parsons
Division Engineer
Salem, Oregon

Oregon Project F-330(3)
Laura St.-Mohawk Road Section
Eugene Water & Electric Board's 30-inch water main

Reference is made to Mr. Litchfield's letter of January 24, 1964 which was in reply to our memorandum of January 7, 1964, subject as above. Our memorandum raised certain questions relative to your December 18, 1963 submission of a utility agreement. This original submission did not fulfill requirements of PPM 30-4 paragraph 7(a) concerning establishment of responsibility, reference to PPM 30-4, etc. Your later submission of January 24, 1964 which included copies of a letter from your Field Utilities Liaison Engineer, Paul R. Barnhart to the Eugene Water & Electric Board likewise did not satisfy requirements of aforementioned paragraph 7(a) of PPM 30-4.

In view of a conference this date in your Mr. J. H. Hershberger's office between representatives of your department and T. Dee and J. L. Lowder of this office, this would seem to be the type of utility additional work that should be processed through your Utilities and Railroad Attorney's office.

We will continue to withhold approval of your agreement for the performance of this work until above mentioned requirments are satisfied.

This will confirm verbal authorization to proceed with work effective December 18, 1963. This authorization was of course subject to adequately prepared and executed utility agreement.

original To Litchfield
cc Young
2-18-64

NOTED
LLOYD P. SHAW

FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

January 7, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

T. Dec
Assistant Division Engineer
Salem, Oregon

08-35.5

Oregon Project F-330(3)
Laura St. - Mohawk Road Section, Eugene-Springfield Highway
Eugene Water & Electric Board's 30-inch Water Main

The documents submitted with Mr. Litchfield's letter of December 18, 1963 which relate to the above subject are not considered to meet the requirements of paragraph 7a of PPM 30-4, which requires that the State and utility agree in writing on their separate responsibilities, etc.

Our approval of the agreement and authorization to proceed is withheld until the provisions of PPM 30-4 have been complied with.

NOTED
LLOYD P. SHAW

original To Young
1-10-64

RECEIVED
DEC 17 1963
FOR FILING

December 16, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging on the Laura St.-Mohawk Section of the Eugene-Springfield Highway in Lane County, Contract No. 6364 in connection with Federal-Aid Project No. F-330(3).

This work is an anticipated item of the contract and funds included in the Project Authorization.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
DEC 11 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

December 5, 1963

By: G. R. Brooks
District Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-0

Oregon Project F-330(3), Laura St.-Mohawk Road Section
Western Union Telegraph Company Utility Adjustment

Our memorandum dated October 28, 1963, approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated November 5, 1963, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated November 13, 1963, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated November 29, 1963.

Our program memorandum dated October 28, 1963, authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective October 25, 1963. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-3 dated August 15, 1955 and supplements thereto.

NOTED
LLOYD P. SHAW

original To Young
12-11-63

RECEIVED
DEC 1963
FILING
6264

MISC. CONTRACTS and AGREEMENTS No.

Salem, Oregon
December 3, 1963

Agenda Item 4-m

Throughway Agreement
Laura Street-Mohawk Road Section
Eugene-Springfield Highway
Lane County

Mr. H. S. Cox
County & City Engineer
O f f i c e

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of a throughway agreement with Lane County covering the Laura Street-Mohawk Road Section of the Eugene-Springfield Highway in Lane County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Lane County.

Secretary

rm
Attach: 1

RECEIVED
DEC 4 1963
FOR FILING

6 c4

MISC. CONTRACTS and AGREEMENTS No.

Salem, Oregon
December 3, 1963

Agenda Item 4-n

Mr. H. S. Cox
County & City Engineer
Office

Throughway Agreement
Laura Street-Mohawk Road Section
Eugene-Springfield Hwy.
City of Springfield

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of a throughway agreement with the City of Springfield covering the Laura Street-Mohawk Road Section of Eugene-Springfield Highway in Lane County.

A fully executed copy of the above agreement has been retained in this office for the Commis ion's files and one fully executed copy has been sent to the City Recorder of Springfield.

Secretary

rn
Attach:1

RECEIVED
DEC 2 - 1963
FOR FILING

November 29, 1963

AGENDA
DEC 18 1963
36

Slate-Hall
11655 S. W. Barbur Blvd.
Portland 23, Oregon

Gentlemen:

The State Highway Commission on November 22, 1963, accepted your proposal for grading, stone base, paving, structures and signing on the Laura St.-Mohawk Road Section of the Eugene-Springfield Highway at Springfield in Lane County for the sum of $996,220.55 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6364. Contract forms are being prepared and will be mailed to you for execution.

Yours very truly,

Floyd Avery, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head, Asst. Secretary

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Pacific Builder & Engineer, Inc., Seattle
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland

fp

RECEIVED
DEC 6 - 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 29, 1963

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-EC

Oregon Project F-330(3)
Laura St.-Mohawk Road Section
Grading, paving and structures

As requested in Mr. Young's letter dated November 22, 1963, advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6364 to Slate-Hall of Portland, Oregon, low bidder in the amount of $996,220.55 at the November 19, 1963 bid opening.

Mr. Litchfield's November 14, 1963 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our October 28 memorandum authorizing advertising, authorization to proceed with all reimburseable utility adjustments will be withheld until utility plans and detailed estimates are furnished to and approved by this office.

Reference is made to our memorandum dated November 22, 1963, subject as above, which withheld concurrence in the award of this contract pending receipt of information relative to railroad company approval of the construction plans. This request has been satisfied this date by Mr. Litchfield's delivery of copies of a letter to your office from the Southern Pacific Company dated November 27, 1963. This letter indicated the railroad's approval.

Our authorization memorandum also stipulated that city approval of your agreement with them would be required prior to our concurrence in the award of contract. Concurrence is being given on the basis of verbal information received from your County-City Relation office to the effect that the city of Springfield has approved your agreement.

RECEIVED
DEC 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

original To Young
12-6-63

RECEIVED
DEC 2 - 1963
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon 97301

November 22, 1963

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

06-35.2-0

Oregon Project F 330(3)
Laura Street - Mohawk Road Section
Grading, Paving and Structures

Mr. Young's letter of this date requested our concurrence in the award of contract concerning the subject project. Concurrence is being withheld on this project pending receipt of information requested by our October 28, 1963 authorization memorandum relative to railroad company approval of the final construction plans.

NOTED
LLOYD P. SHAW

original To Young
12-2-63

RECEIVED
NOV 19 1963
FOR FILING

November 18, 1963

Oregon State Highway Commission

Gentlemen:

A throughway agreement between the State and the City of Springfield covering the Laura Street-Mohawk Road Section of the Eugene-Springfield Highway (State Secondary Highway No. 227) will be presented for your consideration at the November 22 Commission meeting.

The agreement provides for construction and maintenance of a separation structure carrying the throughway over Fifth Street in Springfield at no cost to the City and further provides for reconstruction of a portion of Fifth Street by State, with City to assume at its expense the maintenance and jurisdiction of said portion of Fifth Street upon completion of the project.

The structure to be maintained by State is shown on Exhibit A of the agreement colored in purple and the portion of Fifth Street to be maintained by the City of Springfield is shown colored in orange.

Your approval and authorization for the Secretary's confirmation of this matter is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox

DNH:mm bbc

RECEIVED
NOV 18 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1963

SUBJECT: Laura St.-Mohawk Road Section
Gravel Sources
Lane County

To:
Mr. R. L. Porter
Deputy State Highway Engineer
B U I L D I N G

Reference is made to your verbal request for information regarding the availability of gravel sources to contractors proposing to bid on the Laura Street-Mohawk Road Section of the Eugene-Springfield Highway in Lane County. Attached hereto is a copy of a letter received from James E. Chaney, Resident Engineer for this proposed project. This letter gives some basic information on the project.

I talked to Mr. Gerald Attig, County Coordinator for Lane County, regarding this matter and he advises that one contractor, presumably Roy L. Houck Sons' Corporation, does have a lease on what is known as the Meyers property across the McKenzie River from Weyerhauser mill. Mr. Attig advised, however, that there are two or three other sources of gravel available to contractors bidding on this project, one of these being in what is known as the Deadman Ferry Road area. These alternate sources of borrow and aggregate are closer to the project than the area controlled by Roy L. Houck Sons' Corporation.

It is felt, however, that the few sources available in the vicinity of the project will soon be under lease and that probably bidders on this project may be limited to only three or four contractors who have been able to secure sources of borrow and aggregate for this project.

Attached hereto is a map of the general Springfield area showing different types of zonings which are under the control of the City and County Governments.

F. D. Morgan
Construction Engineer

FDM:fp
Enc.

FORM E-20 5M 9-63 69607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eug[illegible], Ore.
Nov. [illegible], 1963

CONSTRUCTION DIVISION

Nov. [illegible]

SUBJECT: Laura St. - Mohawk Rd. Sect.
Eugene - Springfield Highway
Lane County

To: Mr. F.D. Morgan
Construction Eng'r.
Salem, Oregon

As requested by telephone on November 13, I am submitting directly to you three (3) copies of composite map of Springfield and outlying areas.

These maps, showing zoning restrictions, were acquired from the Lane County Planning Board.

Mr. Buford, Lane County Planning Commission Director, advises that any zoning restriction is subject to exception and/or amendment, including conditional uses. I have attached a copy of Amendments to Lane County Zoning and Land Use Ordinance No. 4, in which, and under certain conditions, rock, sand and gravel excavation are permitted. There are no restrictions outside the zoned areas as shown on the map.

The Lane County Planning Commission exercises no authority within the city limits of Springfield.

The City Manager's Office of Springfield advises that there is no ordinance against the taking of road construction material (Pit Excavation) within the Industrial zone of the city. Note that a large portion of the proposes highway passes through the industrial zone within the city limits of Springfield.

Outlined in red, lying South of Springfield, is a state-owned gravel bar. (See Map No. IR-S-9[illegible])

In my brief investigation, I have not been able to verify as to whether any one prospective bidder, for the Laura St.-Mohawk Rd. Section project, has acquired a monopoly on material sources, nor have I been able to verify as to whether any prospective bidder has acqired a single source of material.

In perusing the Location data, a possible source of material lying in an area now owned by the Weyerhauser Timber Co. was considered, however, this area was soon disregarded as the Rainbow Water District has an easement over the entire area with wells installed.

This investigation has been brief for lack of time. If additional information is required please advise to continue.

James E. Chaney
Resident Engineer

cc: Division Office
encl:

AMENDMENTS TO LANE COUNTY ZONING AND LAND USE ORDINANCE NO. 4

SECTION XIII. C-3 COMMERCIAL DISTRICT

Page 25 A. USE

CHANGE

the number of Subsection

15. "Stores (retail and wholesale)," etc.
to 16. "Stores (retail and wholesale)," etc.

Ordinance No. 170
12/17/62

ADD A NEW SUBSECTION .

15. A facility which exists for the purpose of providing for the temporary care and/or lodging of adult indigent persons shall be allowed, provided that before a building permit is issued for the establishment of a new facility or the expansion of an existing facility, the Planning Commission determines at a public hearing that the site in question would not be unduly detrimental to the welfare, health and safety of the public and the residents of the vicinity.

Ordinance No. 170
12/17/62

SECTION XVI. M-3 HEAVY INDUSTRIAL DISTRICT

A. USE

Page 31 CHANGE

the number of Subsection

73. "Other uses similar to the above," etc.
to 74. "Other uses similar to the above," etc.

Ordinance No. 170
12/17/62

ADD A NEW SUBSECTION

73. A facility which exists for the purpose of providing for the temporary care and/or lodging of adult indigent persons shall be allowed, provided that before a building permit is issued for the establishment of a new facility or the expansion of an existing facility, the Planning Commission determines at a public hearing that the site in question would not be unduly detrimental to the welfare, health and safety of the public and the residents of the vicinity.

Ordinance No. 170
12/17/62

Page 30 DELETE

52. Rock crusher or rock, sand and gravel excavation.

Ordinance No. 170
12/17/62

AND SUBSTITUTE THEREFOR

52. Rock crusher.

Ordinance No. 170
12/17/62

SECTION XXI. INTERPRETATION, APPLICATION, AND VARIANCES

Page 40 ADD A NEW SUBSECTION

F. CONDITIONAL USES

One of the objectives of the Comprehensive Zoning Plan is to secure for the citizens of Lane County the social and economic advantages resulting from an orderly, planned use of its land resources. To accomplish this objective each type of land use is classified and permitted in one or more of the established zones. Sometimes, however, it is necessary to permit certain uses in zones other than those in which they are classified either because of their unusual characteristics or because of the large area required for their operation. These uses require special consideration as to their proper location with respect to adjacent land uses and the various elements of the Zoning Plan. Such uses, together with the conditions controlling their operation, are designated as "Conditional Uses" and shall be regulated by the following provisions.

1. The Planning Commission, subject to concurrence of the Board of County Commissioners, shall authorize the issuance of a Conditional Use Permit for the following uses in any zone, provided the Planning Commission determines that the proposed location of any such use is necessary for the public convenience or welfare; that the integrity and character of the district, the utility of adjacent property, and the general welfare of the neighborhood would be maintained if the Conditional Use were permitted; and that such Conditional Use would be in harmony with the various elements and objectives of the Zoning Plan:

a. Airports, heliports, or aircraft landing fields together with accessory land uses relevant and appropriate to the operation of an airport or heliport.

b. Cemeteries with an area of not less than forty (40) acres, columbariums, mausoleums, and crematories.

c. Rock, sand and gravel excavation.

d. Radio stations and television stations.

e. Correctional institutions.

2. Conditions of Approval. In permitting the above uses, the Commission may impose such conditions as it deems necessary to protect the best interests of the surrounding property or neighborhood and are in harmony with the various elements and objectives of the Zoning Plan. In order to secure an appropriate development of an entire project in keeping with the general purposes of the Zoning Plan, all plans shall be reviewed and approved by the Planning Commission. The Commission shall determine the Height and Area regulations for the Conditional Uses under its jurisdiction, including those Conditional Uses lawfully existing on the date these regulations become effective. The Height and Area regulations required by other provisions of this Ordinance shall not apply to said Conditional Uses.

3. Procedure.

a. Application - Form and Contents. An application to permit any Conditional Use referred to in this Subsection shall be filed with the County Building Department upon a form and accompanied by such data and information as may be prescribed for that purpose.

b. Notice and Hearing on Application for Conditional Use Permit. Upon the filing of an application for a Conditional Use Permit, which application sets forth fully the grounds for and the facts deemed to justify the granting of the Conditional Use Permit, the Planning Commission shall give public notice of the intention to consider at a public hearing the granting of a Conditional Use Permit:

(1) By posting not less than three (3) public notices in the affected area at least fifteen (15) days prior to said public hearing.

(2) By mailing a postal card or letter not less than five (5) days prior to the date of such hearing, to the owners of all property within three hundred (300) feet of the exterior boundaries of the property involved, using for this purpose the last-known name and address of such owners as shown upon the records of the County Assessor. Where all property within a three hundred (300) foot radius is under the same ownership as the property involved in the application, the owners of all property adjoining the property so involved shall be notified in the same manner as herein provided.

c. Time Limit. The Commission shall make its findings and recommendations in writing within forty (40) days following the public hearing on the matter, and shall forthwith transmit a copy thereof to the applicant and the Board of County Commissioners. This time limit may be extended, by mutual consent of the applicant and the Commission, for an additional period of not to exceed forty (40) days.

d. Determination Effective. The recommendation of the Commission shall be filed with the Board of County Commissioners. The Board of County Commissioners may approve or disapprove the recommendation of the Planning Commission or refer the matter back to the Planning Commission with recommendation for reconsideration.

Ordinance No. 170
12/17/62

Page 42

SECTION XXIV. FILING FEES - SERVICE CHARGES

DELETE IN ITS ENTIRETY,

AND SUBSTITUTE THEREFOR

SECTION XXIV. FILING FEES

Before accepting for filing any application for (1) a zone reclassification, (2) temporary permit for nonconforming use, (3) approval to move a building, (4) conditional use permit, or (5) variance, the County Building Department shall charge and collect the following fees to be paid to the County Clerk:

1.	Zone reclassification	$35.00
2.	Temporary permit for nonconforming use	10.00
3.	Approval to move a building in County	25.00
4.	Conditional Use Permit	35.00
5.	Variance from height, area, coverage, setback, etc.	5.00

Ordinance No. 170
12/17/62

All preceding amendments contained in Ordinance No. 170 enacted December 17, 1962

LEGEND

EUGENE		LANE COUNTY		SPRINGFIELD	
AR	AGRICULTURAL DISTRICT	AGT	AGRICULTURE, GRAZING, TIMBER RAISING DISTRICT		
PL	PUBLIC LAND	PR	PUBLIC RESERVE DISTRICT	PL	PUBLIC LAND
RA	OUTER RESIDENTIAL DISTRICT	RA	SUBURBAN DISTRICT	RA	SUBURBAN DISTRICT
R-1	SINGLE FAMILY RESIDENTIAL DISTRICT	R-1	SINGLE FAMILY RESIDENTIAL DISTRICT	R-1	SINGLE FAMILY RESIDENTIAL DISTRICT
R-2	TWO FAMILY RESIDENTIAL DISTRICT	R-2	MULTIPLE FAMILY RESIDENTIAL DISTRICT	R-2	MULTIPE FAMILY RESIDENTIAL DISTRICT
R-3	MULTIPLE FAMILY RESIDENTIAL DISTRICT				
R3G	GARDEN APARTMENT RESIDENTIAL DISTRICT				
R-4	MULTIPLE FAMILY RESIDENTIAL APARTMENT HOUSE DISTRICT				
CR	COMMERCIAL RESIDENTIAL DISTRICT				
C-1	LIMITED COMMERCIAL DISTRICT	C-1	LIMITED COMMERCIAL DISTRICT	C-1	NEIGHBORHOOD BUSINESS DISTRICT
C-2	NEIGHBORHOOD COMMERCIAL DISTRICT	C-2	NEIGHBORHOOD COMMERCIAL DISTRICT	C-2	CENTRAL BUSINESS DISTRICT
C-3	CENTRAL BUSINESS DISTRICT	C-3	COMMERCIAL DISTRICT	C-3	COMMERCIAL DISTRICT
C3P	COMMERCIAL DISTRICT				
M-1	LIMITED INDUSTRIAL DISTRICT	M-1	LIMITED INDUSTRIAL DISTRICT	M-1	WAREHOUSE DISTRICT
M-2	LIGHT INDUSTRIAL DISTRICT	M-2	LIGHT INDUSTRIAL DISTRICT	M-2	LIGHT INDUSTRIAL DISTRICT
M-3	HEAVY INDUSTRIAL DISTRICT	M-3	HEAVY INDUSTRIAL DISTRICT	M-3	HEAVY INDUSTRIAL DISTRICT

60'-80' FUTURE ROAD RIGHT-OF-WAY FROM WHICH SETBACKS SHALL BE MEASURED

TP TRAILER PARK PERMITED

Note: REFER TO ZONING ORDINANCE OF EACH JURISDICTION FOR SPECIFIC USES

SCALE 1" = 1000'

RECEIVED
NOV 15 1963
FOR FILING
F 330 (1)

November 14, 1963

Oregon State Highway Commission

Gentlemen:

A throughway agreement with Lane County covering the Laura Street-Mohawk Road Section of Eugene-Springfield Highway No. 227 is presented for your consideration.

The agreement provides that the State award contracts, supervise construction, and close Mill Street at the northerly and southerly access control lines of the throughway. The County consents to closure of Mill Street, agrees to throughway restriction, and agrees to relocate utilities without cost to the State.

The total cost of this project is estimated to be $1,300,000 and is a Federal-aid primary route. The project was approved by the Commission in actions taken December 12, 1958, and April 3, 1962.

This matter will be presented at the November 22 Commission meeting. Your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox
C. H. Maison

LPS:ajw bbc

RECEIVED
NOV 6 1963
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

October 28, 1963

A. W. Parsons
Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

08-35.2-DA

Oregon Project F-330(3)
Laura St. - Mohawk Road Section
Grading, Paving, Structures and Signing

P.S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights of way or rights of entry have been acquired with relocation advisory assistance unnecessary, as indicated in Mr. Wright's October 18, 1963 letter except for one parcel on which negotiations are in progress or condemnation suits will be filed with the expectation that this parcel will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

The Southern Pacific Co. railroad agreement, dated March 14, 1963 is approved effective on this date. You are now authorized to proceed with railroad work included in the project. Written evidence that the railroad company has approved the design plans should be submitted prior to our concurrence in award.

The October 17, 1963 final draft of your agreement with the City of Springfield has been reviewed and traffic control measures as well as provisions for city-owned utility adjustments are considered to be satisfactory. Evidence that city officials have signed the agreement should be furnished prior to our concurrence in award. Copies should be furnished for our approval and files after the agreement is executed.

The use of the May, 1963 Supplemental Standard Specification for Corrugated Metal Pipe is approved for this specific project. You are urged to revise this supplement as now modified by the special provisions as soon as possible.

(more)

NOTED
LLOYD P. SHAW

original & Young
Invoice attached
11-6-63

For the prestressing reinforcement on the S.P.R.R. and 5th Street Overcrossings, the use of 7/16" or 1/2" diameter, 7-wire strands with ultimate stress of 270 k.s.i. is approved for this specific project.

The mere showing of the dotted line in the typical sections indicating a future 1 1/2" asphaltic concrete wearing surface shall not be construed as being an agreement or documentation of project records as to the ultimate pavement structure design which will be eligible for Federal-aid participation.

Your October 22, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

Attachment

RECEIVED
OCT 20 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRENCH, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 18, 1963

Right of Way Status
Laura St. - Mohawk Road
Eugene-Springfield Highway

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

A single file remains outstanding on this project.

File No. 35698-McKay $17,500

A protracted negotiation for this property is culminating with the filing of a condemnation suit. There is nothing to be gained by any further delay.

Displacements of persons on this project were made prior to the time any advisory assistance was available.

To the best of my knowledge and belief, all land required for construction of this project is unencumbered and will be available for immediate use and occupancy of our contractor on the award date.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

WALTER T. WRIGHT
Right of Way Engineer

WTW:gc

cc - L. Shaw
L. H. Young
L. I. Lindas
C. H. Maison

RECEIVED
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 14 1963
FOR FILING

October 11, 1963

Mr. Frank R. Bailey
Springfield City Manager
City Hall
Springfield, Oregon

Dear Mr. Bailey:

Reference is made to your letter of September 30 concerning Laura Street-Mohawk Road Section of the Eugene-Springfield Highway and five items referred to by numbered paragraphs.

1. The specifications for the project will include a provision requiring Mill Street to be left open until the 2nd-3rd Street pattern can be used; however, the award of the "Q" St.-McKenzie Highway Section (2nd and 3rd Streets) may be delayed for an agreement between the City of Springfield and the railroad for control of right of way necessary for that construction which, in turn, would require postponement of the subject section. The delay in closing Mill Street should not be unreasonably imposed upon a contractor in the progress of his work within the time limit required under his contract.

2. The typical section will be altered to show the outfall riprap as requested.

3. The curb terminations were provided by the field engineer and may be presumed to be adequate. Since the extension is well beyond our right of way there appears to be no warrant on a Federal-Aid Project for further extension.

4. Perhaps your plans are obsolete in this particular, since the plans now show the storm sewer installation on the east side of 5th Street.

5. The utility lines mentioned under subheads a, b, and c will be shown as requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. L. P. Shaw
Mr. F. D. Morgan

JEM:ra mn

CITY OF SPRINGFIELD

SPRINGFIELD, OREGON

OFFICE OF THE
CITY MANAGER

September 30, 1963

Mr. Forrest Cooper, Engineer
State Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

The preliminary plans provided by the State Highway Department for the Laura Street-Mohawk Road section of the Eugene-Springfield Highway have been reviewed by the Springfield City Engineer and the following items are provided for your consideration and notice:

1. Since this section of 'Q' Street construction will apparently be coinciding with the construction of the 2nd-3rd Street couplet, we are particularly concerned about the flow of traffic on Mill Street. It was originally thought that 2nd-3rd Street would completed before 'Q' Street got underway; however, it now appears that there might be some possibility of blocking traffic on Mill Street. We should like to point out that we feel it quite important that Mill Street be left open to traffic until 2nd-3rd Street can be used. Our most recent traffic count in October of 1962 showed over 4200 cars per day on Mill Street.

2. Sheet 2. of the preliminary plans with reference to cross-sections of riprap placement appears to show riprap being placed against the bank surface rather than being placed flush with the existing channel surface. This will most certainly result in a flow restriction in the 'Q' Street Floodway channel, and at about station 213+00 the engineer estimates that the channel area would be restricted by about 11%. Also with respect to riprapping the channel, we have required in all local projects that any pipes emptying into the channel be riprapped along the surface to the botton of the bank and extending part way out into the channel to eliminate bank erosion.

3. Sheet 2 (a). would indicate that the curb sections for 5th Street will terminate short of the tie in with the paving connection at the old 'Q' Street Highway. The curb on the east side will stop approximately 50 feet south of 'Q' Street and the curbing on the west will stop approximately 90 feet south of the 'Q' Street tie in. We would prefer to see the curb sections extended as far as the paving goes to conform with our existing construction and also to provide support for the new paving of 5th Street which the State Highway will be providing.

4. Also with respect to the 5th Street intersection, the storm sewer on the west side of 5th Street may conflict with the existing 8 inch sanitary sewer and 8 inch natural gas main which are on the west side of 5th. We have learned this week that the telephone company will be installing trunk lines along the west side of 5th towards 'Q' Street also. Our records indicate that the east side of 5th Street contains only a water main.

5. The following utility lines are not shown on the map and should be noted and protected:

a. An 8 inch sanitary sewer line along the south 'Q' Street right of way line from approximately 226+80 to 242+00.

b. A 12 inch storm sewer crossing the 'Q' Street right of way at about station 239+20.

c. A 10 inch sanitary sewer terminates without a manhole at a point on the center line of 18th Street extended north approximately 90 feet north of the northeast corner of the private property on the west side of 18th Street.

We would appreciate your inclusion of these items in your revised plans and as on other projects, we wish to assure you that we will work with the State Highway Department in any way possible for the orderly completion of this project.

Very truly yours,

Frank R. Smiley

Frank R. Smiley
City Manager

FRS:MP

RECEIVED
OCT - 1 1963
STATE HIGHWAY ENGINEER

RECEIVED
OCT - 1 1963
OREGON
STATE HIGHWAY COMMISSION

S-10(6) Dry Cr. Rd.-California State Line Sec., FAS 407 (Stone base & Oiling) 1963

#6365

C&H
2652

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

December 16, 1965

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
R. H. PRANGE

Gentlemen:

Final costs, as shown in the enclosed cost statement, are now available on:

Dry Creek Road-California State Line Section of FAS 407, Contract No. 6365.

In accordance with an agreement dated July 18, 1963, the amount of $19.41 is due the County. You will receive a refund in this amount.

Very truly yours,

H. S. Cox
County and City Engineer

By

Verne R. Jones
Planning Engineer

VRJ:mm
Encl.

NOTED
R. H. PRANGE

OREGON STATE HIGHWAY DEPARTMENT

HIGHWAY DEPARTMENT INVOICE

NO. 86491

FORM A-190 (3-64)

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
12-13-65	CC 979		519-1036-297

Lake County
Courthouse
Lakeview, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Dry CreekRoad-California State Line Section, FAS 407. Covered by agreement dated July 1[illegible], 1963.			
County advance deposit		18,400.00	
Less amount previously transferred		12,000.00	6,400.00
County share construction cost		18,390.59	
Less amount previously transferred		12,000.00	6,390.59
			19.41

RECEIVED
DEC 15
ENGINEER

To be refunded

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $.....

By .....

RECEIVED
OCT 28 1964
FOR FILING

October 28, 1964

Glens Falls Insurance Co.,
Pacific Coast Department
Cahill Bldg., 350 Sansome St.,
San Francisco 4, California 94104

Gentlemen:

On September 18, 1964, we wrote to you concerning release of final payment on contract #6365, awarded to J. C. Compton Co., for stone base-oiling the Dry Creek Road-California State Line Section of FAS 407 in Lake County.

Final payment on this contract is $2,417.07 and the total contract amount is $81,087.03, including $518.00 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Hagan-Hamilton Ins.,
P. O. Box 117
McMinnville, Oregon

cc: J. C. Compton Co.,
P. O. Box 86
McMinnville, Oregon

cc: C. H. Maison
Attn.: John Herr

FORM E-30X—50M—12-62 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 13, 1964

6363

SUBJECT:

To: Mr. Dean Swift
Division Engineer
Bend, Oregon

A review of last weeks construction weekly reports from your division indicate that engineering charges on the following contracts are overrunning a considerable amount:

Project	% Complete	Allowed	Engineering Used	% Over
Mitchell Point-Hood River Loop	90	2,943	4,100	39.0
Paulina Ranger Sta.-Tucker Bridge	100	17,737	24,500	38.0
Rocky Point	40	10,670	10,721	0.4
Dry Creek Rd.-Calif. Line	100	6,534	10,774	64.9

Please take immediate steps to see that future charges are held to an absolute minimum and provide this office with an explanation of the reasons for the excessive overruns.

F. B. Morgan
Construction Engineer

EAP:dc
cc: Lloyd P. Shaw

FORM E-1 (REV 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER

WEEK ENDING: October 10, 1964

SECTION: Dry Creek Road-California State Line

SECTION PREFIX: 519-1036

HIGHWAY: FAS 407

COUNTY: Lake

NAME OF JOB: Dry Creek Road-California State Line

KIND OF WORK: Stone Base and Oiling

CONTRACTOR: J. C. Compton Co.

CONTRACT NUMBER: 6365

FEDERAL AID PROJECT NUMBER: S-10(6)

DATE OF CONTRACT: December 2, 1963

DATE WORK STARTED: December 17, 1963

ESTIMATED COMPLETION DATE: August 19, 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK
MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: 85

WORK DAYS USED: 74

PERCENT OF TIME ELAPSED: 87.06

PROJECT AUTHORIZATION: $ 91,888.31

ENGINEERING AUTHORIZATION: $ 6534.28

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

EXCLUSIVE OF ENGINEERING: $ 85,354.03

ENGINEERING COST TO DATE: $ 10,774.31

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 81,097.30

PERCENT OF AUTHORIZATION: 164.9 %

ESTIMATED PERCENT OVERRUN / UNDERRUN: 0.02 %

DATE PROJECT WAS COMPLETED: August 19, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE	MAT'L. PROD
—	—	—	—	100	100	—

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT		4.28		4.28	
MILES PARTIALLY COMPLETED		4.28		4.28	
MILES COMPLETED		4.28		4.28	
TOTAL ESTIMATED QUANTITIES (CONTRACT)		33,800 Cu.Yds.		1490 Cu.Yds.	
TOTAL QUANTITIES CORRECTED TO DATE		31,557 Cu.Yds.		1418 Cu.Yds.	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		31,557 Cu.Yds.		1418 Cu.Yds.	
AVERAGE DAILY QUANTITIES		0 Cu.Yds.		0 Cu.Yds.	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME		0 Cu.Yds.		0 Cu.Yds.	
NUMBER OF SHIFTS PER DAY		0		0	
HOURS PER SHIFT		0		0	

EQUIPMENT USED DURING THE WEEK

	WEATHER	HOURS DELAY	Workday Charged — CAUSE OF DELAY
SUNDAY	Clear		
MONDAY	Clear		No—Project Completed
TUESDAY	Clear		" " "
WEDNESDAY	Pt. Cloudy-Showers		" " "
THURSDAY	Clear		" " "
FRIDAY	Clear		
SATURDAY			

NOTED

CONSTRUCTION DIVISION
RECEIVED
OCT 12 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	No Activity
MONDAY	No Activity
TUESDAY	Some work done on semi-final estimate.
WEDNESDAY	Some work done on supporting data for semi-final estimate.
THURSDAY	No Activity
FRIDAY	Semi-final estimate completed and submitted to Division Office.
SATURDAY	

REMARKS

Semi-final estimate completed and submitted to Division Office Friday.

FINAL REPORT

SIGNED H. Reid Merrill

ADDRESS P. O. Box 1090 Klamath Falls, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
SEP 1 8 1964
FOR FILING

6365

September 18, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 19 on Contract No. 6365. The contract was with J. C. Compton Co. and was for stone base and oiling on the Dry Creek Road-California State Line Section, FAS Route 407 in Lake County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 18, 1964, and that you concur in this procedure at the Commission meeting on October 9.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Floyd Query
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

for 407

C. W. OGLE, COUNTY JUDGE J. D. CORUM, COMMISSIONER J. S. SNIDER, COMMISSIONER

LAKE COUNTY ROAD DEPARTMENT

CLIFFORD PARTIN, SUPERINTENDENT
835 SOUTH E STREET
LAKEVIEW, OREGON

RECEIVED
SEP 10 1964
ENGINEER
COUNTY & CITY DIVISION

September 4, 1964

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. V. R. Jones

NOTED
R. M. ALLISON

Gentlemen:

The County Court has inspected the work on the Dry Creek Section, FAS 407, as well as the Plush-Fish Lake Section, FAS 807, and finds the work to be satisfactory.

Under the terms of the respective agreements dated June 9, 1964 and July 18, 1963, the County will assume maintenance and jurisdiction of the above named projects.

Very truly yours,

C. W. Ogle, Judge
Lake County Court

CWO: tr
cc:
Swift

NOTED
V. R JONES

for 407

C. W. OGLE, COUNTY JUDGE J. D. CORUM, COMMISSIONER J. S. SNIDER, COMMISSIONER

LAKE COUNTY ROAD DEPARTMENT

CLIFFORD PARTIN, SUPERINTENDENT
835 SOUTH E STREET
LAKEVIEW, OREGON

RECEIVED
SEP 10 1964
ENGINEER
COUNTY & CITY DIVISION

September 4, 1964

State of Oregon
State Highway Department
Salem 10, Oregon

NOTED
R. M. ALLISON
NOTED
R. H. PRANCE

Attention: Mr. V. R. Jones

Gentlemen:

The County Court has inspected the work on the Dry Creek Section, FAS 407, as well as the Plush-Fish Lake Section, FAS 807, and finds the work to be satisfactory.

Under the terms of the respective agreements dated June 9, 1964 and July 18, 1963, the County will assume maintenance and jurisdiction of the above named projects.

Very truly yours,

C. W. Ogle, Judge
Lake County Court

CWO: tr
cc:
Swift

NOTED
V. R. JONES

RECEIVED
JAN 24 1964

Form Approved; Budget Bureau No. 41-R2089

CONTROL TRANSACTION NO.
FOR FILING 3/2

PROJECT REPORT NO.
4

FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

1-22-64

STATE
Oregon

COUNTY
Lake

PROJECT NO.
S-101(6)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. California Line, North 4.3 miles

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10-25-63	4.266
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 89,846.00	$ 56,600.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stuart
ASSISTANT
State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)
By J. R. Buchland, Administrative Manager

Date executed by Division Engineer January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

USCOMM-DC 20134-P62

Form PR-2, Federal-aid Project Agreement (Supplement)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

The State highway department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the President's Committee on Equal Employment Opportunity, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Bureau of Public Roads and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Bureau of Public Roads may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Bureau, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State highway department further agrees that it will be bound by the above equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

The State highway department agrees that it will cooperate actively with the Bureau of Public Roads and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Committee, that it will furnish the Bureau of Public Roads and the Committee such information as they may require for the supervision of such compliance, and that it will otherwise assist the Bureau of Public Roads in the discharge of the Bureau's primary responsibility for securing compliance. The State highway department further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part III, Subpart D of Executive Order 10925 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Bureau of Public Roads or the Committee pursuant to Part III, Subpart D of Executive Order 10925. In addition, the State highway department agrees that if it fails or refuses to comply with these undertakings the Bureau of Public Roads may cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such State highway department, or may refer the case to the Department of Justice for appropriate legal proceedings.

Oregon State Highway Department

Federal-Aid Secondary
Project No. S-101(6)

DRY CREEK ROAD-CALIFORNIA STATE LINE SECTION

OF FAS 407 IN LAKE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 11, 1963

Type Code 3210
Roadway (Sta. 553+44.90 to Sta. 779+33.43)(Contract No. 6365)

Pit-run Material in Base	26,200	cu.yd.	$ 0.97	$25,414.00
3/4" - 0 Material in Base	7,600	cu.yd.	3.30	25,080.00
Sprinkling	970	M-gal.	2.50	2,425.00
Preparation of Base	4.28	mile	500.00	2,140.00
3/4" - 0 Material in Base Course	550	cu.yd.	4.60	2,530.00
Furnishing and Placing Aggregates	1,490	cu.yd.	5.55	8,269.50
RC-250 Asphalt	92	ton	60.00	5,520.00
120-150 Asphalt	92	ton	55.00	5,060.00
RS-1 Asphalt	54	ton	60.00	3,240.00
Extra for Oiling Approaches	30	only	50.00	1,500.00
				$81,178.50
Flagging (57½% of Contractor's Cost)		All Req.		$ 500.00
			Subtotal	$81,678.50
			10% Engr. & Cont.	8,167.50
			Total	$89,846.00

Length of Roadway - - - - - 4.266 Miles
Length of 1 Structure - - - 0.012 Mile
Total Length- - - - - - - - 4.278 Miles
Cost of Roadway Per Mile- - $21,060.94

Federal Funds -	$56,600.00
State Funds -	16,623.00
County Funds -	16,623.00
	$89,846.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1923; Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

December 26, 1963

Lake County Court
Courthouse
Lakeview, Oregon

Gentlemen:

This is to acknowledge receipt of your advance deposit of $18,400 for the Dry Creek-California State Line Section of FAS 407. Contract No. 6365 has been awarded to J. C. Compton Company.

A copy of the contract and a set of plans are enclosed. If additional copies are required, please advise us and they will be forwarded immediately.

Very truly yours,

H. S. Cox
County and City Engineer

By

Verne R. Jones
Planning Engineer

VRJ:mm
Encl.

NOTED
V. R JONES

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
12-3-63	CC 835		519-1036-207

NOTED
R. H. PRANCE

INVOICE NUMBER

80380

Lake County
Courthouse
Lakeview, Oregon
Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			
Partial transfer of county's advance deposit for the Dry Creek-California State Line Section, FAS 407. Covered by agreement dated July 18, 1963.			18,400.00
To be retained			12,000.00
			6,400.00

NOTED

RECEIVED
DEC 5 1963
ENGINEER
COUNTY & CITY DIVISION

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $_____

By _____

A 150 (REVISED 7-60)

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
DON HARWELL

November 20, 1963

Lake County Court
Courthouse
Lakeview, Oregon

Gentlemen:

On November 19, a satisfactory bid was received from J. C. Compton Company of McMinnville for constructing the Dry Creek-California Line Section of FAS 407. As per the agreement between the State and Lake County, the following advance deposit is required from the county prior to awarding of a contract:

Bid Items	$81,178.50
Flagging	500.00
12-1/2% Engineering and Contingencies	10,209.81
ESTIMATED TOTAL COST.	$91,888.31

County Advance Deposit:
20% of $91,888.31 = $18,377.66 - or say - $18,400.00

Please make this advance deposit in the amount of $18,400 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm

NOTED
V. R. JONES

RECEIVED
DEC 2 - 1963
FOR FILING

December 2, 1963

J. C. Compton Company
P. O. Box 68
McMinnville, Oregon

Gentlemen:

The State Highway Commission on November 22, 1963 accepted your proposal for stone base and oiling on the Dry Creek Road-California State Line section in Lake County for the sum of $41,178.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6-166.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Query, Secretary
State Highway Commission

jf
cc: Frank Morgan
L. M. Young
R. G. Savage (DI-C)
Pacific Builder & Engineer, Inc., Seattle
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland

RECEIVED
NOV 7 1963
FOR FILING

MISC. CONTRACTS and AGREEMENTS No. 2652

Salem, Oregon
October 30, 1963

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Mapping & Records Engineer

FAS-C Agreement
Dry Creek-California State Line Section
FAS 407, Project S-101(6)
Lake County

Attached is a partially signed copy of an agreement with Lake County covering the Dry Creek-California State Line section of FAS 407 in Lake County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Lake County.

Secretary

rn
Attach: 1

MEMO TO J. W. NASH

NOTED H. S. COX

Date: 9/13/63

FAS 407, LAKE COUNTY · DRY CREEK-CALIFORNIA STATE LINE SECTION

TERMINI: From a point approximately 6 miles south of Westside southerly to the California state line.

NOTED DON HARWELL

PROPOSED WORK: Place a selected pit run gravel base, a 2" leveling course, and a 20' O-9 oil mat with 2' shoulders.

PROJECT LENGTH: 4.3 miles.

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$130,000	$78,000	$26,000	$26,000	(County)

EXISTING FACILITIES: Section newly regraded by county on improved alignment with no curves in excess of 10° and no grades over 2%. County also placed pit run gravel to a depth of 4" and 30' in width.

NOTED R. H. PRANCE

ADJACENT SECTIONS:
NORTH/[redacted] END: 20' O-11, 1' shoulders. Improved under S-101(4).

SOUTH/[redacted] END: 20' gravel, 20' roadway.

NOTED R. M. ALLISON

PROJECT DATA: Place a 9" selected [redacted] pit run gravel base, a 3" leveling course, and a 20' O-9 oil mat wearing surface with 2' shoulders. County has recently regraded this section using a survey furnished by the State Highway Department.

RIGHT OF WAY: 60' minimum
ACCESS CONTROL: None

RR XING: None
MINIMUM DESIGN STANDARDS: No exceptions

SYSTEM ACTION: Route extension approved by BPR 8/20/63
PUBLIC HEARING: None required

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA: See S-101(1) or S-101(2).

VRJ:mm

NOTED V. R. JONES

MEMO TO J. W. NASH

NOTED
H. S. COX

Date: 9/13/63

FAS 407, LAKE COUNTY · DRY CREEK-CALIFORNIA STATE LINE SECTION

TERMINI: From a point approximately 6 miles south of Westside southerly to the California state line.

NOTED
DON HARWELL

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NOTED
R. H. PRANGE

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SOUTH/[redacted] END: 20' gravel, 20' roadway.

NOTED
R. M. ALLISON

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ACCESS CONTROL: None

RR XING: None
MINIMUM DESIGN STANDARDS: No exceptions

SYSTEM ACTION: Route extension approved by BPR 8/20/63
PUBLIC HEARING: None required

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA: See S-101(1) or S-101(2).

VRJ:mm

NOTED
V. R. JONES

Form A-101—10M—

OREGON STATE HIGHWAY DEPARTMENT

Request for Outside Billing

(Or Advice of Cash Transaction)

Survey for Grading (Paid by County (Charge to State, S-101(6))

Address invoice to:

Lake County Court
Court House
Lakeview, Oregon

Attention of Hon. C. W. Ogle

Request No. (assigned by staff engineer or head of division) O.E. 9452

Date September 12, 1963

Payer's Order No. (if any)

Department Order No. (if any) (Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Dry Creek-California Line Survey. Survey requested by C. W. Ogle, County Judge, in letter of November 1, 1961. Work completed and turned over to County on May 18, 1962.

Itemized Statement:

Quantity	Unit	Description	Unit Price	Amount
		$2,500.00 deposit received November 13, 1961. Please transfer to Highway Fund.		

Has payer made payment for this service?

If so, what is amount of payment? . . . . . $

Has payer made a deposit with the department to guarantee payment? Yes

If so, what is amount of deposit? . . . . . $ 2,500.00

Is this a partial or final request for billing? Final

Have there been any previous requests for billing in connection with this same service? No.

If so, give total of all previous requests . . . . $

Also give number of last previous request

Credit distribution:

219-1453-297 $2,500.00

Submitted by: James A. Hanlin

Approved:

Division Engineer

Approved:

Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

State Printing

Lake Co.

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
H. S. COX

Bend, Oregon
September 11, 1963

NOTED
DON HARWELL

SUBJECT: Supporting Data
Dry Creek-California State Line

To: Mr. H. S. Cox
County & City Engineer
Oregon State Highway Department
Salem, Oregon

NOTED
R. H. PRANCE

NOTED
R. M. ALLISON

Herewith supporting data for the Dry Creek-California State Line Section that was returned to this office by you. We have enclosed a sketch showing typical section and proposed surfacing, copy of a letter from property owner to the County Court in Lake County for permission to use gravel pit located approximately two miles south of the State Line in California, and a sketch map of Material Source for base and crushed material.

Under separate cover, we are sending a hard copy that was acquired from Lake County. After you have made prints, please return original to this office along with a print for us.

Please note on our estimate we have 37,000 cubic yards of pit run material which would be the gravel for the bottom course base and 5,000 cubic yards of 3/4-0 material in base; due to the fact this is just 5,000 cubic yards, scales will not be needed. Our estimate now is approximately $129,315.00. Also in the specifications we have omitted the Oregon Air Degradation Test, and Sand Equivalent and Liquid Limits were omitted for the pit run material.

G. W. Martin
Division Office Engineer

GWM/pp

Encl. 3½ of 1
3 - ¾ - 1
1¼ - [illegible]

NOTED
V. E. [illegible]

ESTIMATE

DRY CREEK-CALIFORNIA STATE LINE SECTION

OILING

AUGUST, 1963

Items	Quantities	Unit Price	Amount
1. Pit Run Material in Base	37,000 cu.yds.	1.50	55,500.00
2. 3/4-0 Material in Base	5,000 cu.yds.	3.50	17,500.00
3. Sprinkling	1,740 M-Gal.	3.00	5,220.00
4. Preparation of Base	4.3 Miles	500.00	2,150.00
5. 3/4-0 Material in Binder Course	550 cu.yds.	5.50	3,025.00
6. Furnishing and Placing Aggregates	1,545 cu.yds.	6.50	10,042.50
7. RC-250 Asphalt	90 Tons	55.00	4,950.00
8. 120-150 Asphalt	90 Tons	55.00	4,950.00
9. RS-1 Asphalt	55 Tons	55.00	3,025.00
10. Extra for Oil Approaches	30 Each	30.00	900.00
			107,262.50
	Flagging		500.00
	Engineering & Cont. (20%)		21,552.50
			129,315.00

August 27, 1963

To the County Court of Lake County, Oregon
Lakeview, Oregon

Gentlemen:

This letter is written to you for the purpose of giving you the authority to take from the land of the undersigned at a location on the Lakeshore, approximately 3 miles north of the State line between Oregon and California, the necessary quantities of pit-run rock with which to build a sub-grade on the secondary highway running northerly from the State Line between Oregon and California for a distance of approximately four and one/half (4½) miles.

It is understood that the pit run will be designated prior to the time the rock is taken therefrom and approved by my representative, Mr. Simpson, Oregon any land at the Point Ranch across the Oregon line in California on the west side of Goose Lake.

I understand you will make every effort to have this sub-grade prepared prior to December 31st, 1963, but should this be impossible for any reason, this right to take gravel shall extend over into the calendar year of 1964 and until the job is completed.

Very truly yours,

NOTED
H. S. COX

NOTED
DON HARWELL

Salem, Oregon
August 16, 1963

Dry Creek-California State Line
FAS 407, Lake County

Mr. J. E. Morelock
O F F I C E

NOTED
R. H. PRANGE

The specifications for the above project have been examined and the following changes are requested. The original base design provided by the Soils Division for this section indicated the use of selected pit run material in the bottom base course and to keep the cost of the project within available funds it is requested that the original design be followed. Dean Swift has stated that he would have no objection to such a design. Tests of a proposed source adjacent to Goose Lake have been made and the material is satisfactory for selected pit run. The base design requires 13-1/2" of this material but the county has placed at least 4" of material on the road from the approved source and it is suggested that only 10" more would be needed in the bottom base course. Due to the small amount of crushed material required it might be well to change the tonnage unit to cubic yards and eliminate the cost of installing scales. The attached sketch does not show the location of the two proposed sources.

Verne R. Jones
County & City Planning Engineer

VRJ:mm
Att.

NOTED
V. R. JONES

COUNTY ROAD FAS PROJECT DATA

6-63

1. Name of County Lake FAS No. FAS 407

2. County Road Name Dry Creek

3. Section Name California State line Length 4.3 miles

4. Type of Project Surfacing and oiling

5. Survey to be done by: State Has been done County _____
(NOTE: If project is canceled, County must pay for survey.)

PROJECT DATA -

6. Has base design been given to County? Yes X No ____

Will it be furnished? Yes ____ No ____

7. Wearing Surface: Type O-9 Width 20' Shoulders 2'

8. Grading & Drainage:

By County yes County Date of Completion Completed By Contract ____

9. Bottom Base Course:

By County XXX County Date of Completion ~~Completed~~ XXXXXXXXX By Contract yes

10. Leveling Course:

By County ____ County Date of Completion _____ By Contract yes

11. Wearing Surface:

By County ____ County Date of Completion _____ By Contract yes

12. Clearing:

By County yes County Date of Completion Completed By Contract ____

13. Is there any merchantable timber on right-of-way? Yes ____ No X

14. Will timber be reserved for owner? Yes ____ No X

15. Will timber become property of contractor? Yes ____ No X

Remarks _____

MATERIAL SOURCE -

16. Gravel _____ Quarry yes Cinders _____

17. Owner: County _____ State _____ Private yes

18. Location: Boutin Road Section 14 Township 11 Range 18 E. W.M.
14 11 18 E

CAR 61-8

Sept. '63

19. Materials furnished by County: Borrow____ Select Topping____

Base Course_X__ Level Course____ Mineral Aggregates____

20. Miscellaneous Items: _____

Remarks:_____

_____

FINANCIAL- -

21. Estimated Cost: $_111,000.00_____

22. Available FAS Funds: $_____

23. Date Match Money is Available: _____

24. Will there be any 100% County Money? Yes____ No_X__

25. Maximum Amount of 100% County Money Available: $_____

26. Date County Requests Letting: ~~As soon as possible~~

Remarks_____

_____

RIGHT-OF-WAY- -

27. Is any additional right-of-way needed? Yes____ No_X__

28. Will right-of-way be acquired by: Resolution____ or Deed____

29. Should State prepare options? Yes____ No____

30. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes____ No____

31. Should material source site be included in right-of-way descriptions?

Yes____ No____

32. Does project run inside city? Yes____ No_X___
(NOTE: If right-of-way is procured in community with post office or in a city, an opportunity for hearing must be afforded. Projects may only extend into cities with less than 5000 population.)

33. Are there any utilities (electric, water, gas, sewer, etc.) on private land? Yes____ No_X__
(NOTE: County must move all utilities located on present right-of-way.)

Remarks_____

CCR 61-8

RAILROADS- - - -

49. (b) Timing (Cooperative project by County, finance, irrigation, industrial usage, outside projects)

Explain: _____

_____

_____

_____

50. (c) Surveys (Coordination with outside surveys)

Explain: _____

_____

_____

MISCELLANEOUS -

51. Does County wish rounding of cutbanks? Yes___ No_X_

52. Does County wish sight posts installed? Yes___ No_X_

53. Does County wish guard rail installed? Yes___ No_X_

54. Does County wish seeding and mulching incorporated into job?

Yes___ No_X_

NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.

Lake County

6/6/63 Date

By C. W. Dyke
Judge or Commission Chairman

By _____
County Engineer

Vernik Jones
O.S.H.D. Field Engineer

Date Planning 6-10-'63

CCC 4-8

6-11-63

LAKE COUNTY
PROPOSED PROJECT (1964 Funds)

FAS 407, Dry Creek Road: Dry Creek-California State Line Section. Surface and 20-foot oil mat wearing surface, $120,000.

The project consists of surfacing and oiling a section which has been regraded on improved alignment by Lake County forces. The county will provide material sources for the surfacing materials.

63-e
6/11/63

Comm approved 7-18-63

Form E-40—3078

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET ..... OF ..... SHEETS

FLC 407, Burke County
Dry Creek - California State Line Sec.
4-24-63
4.3 mls. Surfacing & Oiling

Base	Surfacing		13½	~~37,000~~ 37,000				~~48100~~	
Selected Fill Run Gravel				3.7	C.y.	$1.30		~~$39,000~~	
¾"-0	"	Leveling Crs.	3"	2000	C.y.	$3.50		$31500	
Sprinkling				1200	M. gal	3.00		3600	
								~~$74,100~~ $83,200	
					Eng. Cont	12½%		~~9900~~ 10,800	
									$84,000
20' 0-9 Oil Mat									94,000
Preparation of Base				4.3	mls	$300.00		$1290	
¾"-0 in Binder				600	C.y.	5.00		3000	
RC-3 " "				77	Ton	55.00		4235	
150-200 Asphalt				95	Tons	52.00		4940	
Mineral Aggregate				1500	C.y.	5.00		7500	
RS-1 in Seal				60	Tons	55.00		3300	
								$24,265	
				Eng. Cont		12½%		2735	
									27,000
									~~$11,000~~
									$121,000

Copy to Jim Snider 4-24-63

FORM E-30X 50M 7-59 22125

NOTED

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
November 15, 1962

NOTED
DON HARWELL

SUBJECT: West Side County Road
Lake County, Oregon

To:

Mr. H. S. Cox
County and City Relations Engineer
State Highway Department
Salem, Oregon

NOTED
R. H. PRANGE

NOTED
V. R. JONES

I am enclosing herewith statement of work performed by Resident Engineer Hackleman's Crew for the Lake County Court. This is to be deducted from a check, I believe in the amount of $1,000.00 recently filed by Lake County. Could you get this into the hands of the right party so this agreement can be terminated.

Dean Swift

DEAN SWIFT
Division Engineer

DS:me
Encls.

11/16/62
Copy of letter and
Summary of Costs
to J. Hackleman to include
billing
FOG

RECEIVED
NOV 16 1962
ENGINEER
COUNTY & CITY RELATIONS

FORM E-20 50M 6-61 26681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
NOV 15 1962
OFFICE OF
DIVISION ENGINEER
BEND, OREGON

Lakeview, Oregon
November 13, 1962

SUBJECT: West Side County Road
Prefix 7983-562
Grade and Alignment Engineering Work
for County Construction Crews.
Lake County, Oregon

To: Mr. Dean Swift
Division Engineer
Bend, Oregon

NOTED
DON H...

The work on the subject project has now been terminated.

There follows a summary of costs for work on the project by personnel of this office.

Payroll	$ 630.42
Equipment Rental & Fuel	40.83
Total	$ 671.25

W. N. Hackleman
Resident Engineer

cc; C. W. Ogle
County Judge

NOTED
DEAN SWIFT

NOTED - G. W. MARTIN

NOTED
DON [illegible]WELL

FAS 407, LAKE COUNTY

DRY CREEK-CALIFORNIA LINE SECTION

4.3 Miles, Surfacing and Oiling

34' Sub-grade

	Amt.		@	Amt.	Total
BASE SURFACING					
Pit run gravel, 13-1/2"	43,000	c.y.	$ 1.40	$60,200	
3/4"-0" in leveling course, 3"	9,000	c.y.	3.50	31,500	
Sprinkling	1,400	M/gal.	3.00	4,200	
				$95,900	
Engineering and contingencies				12,100	$108,000
20' O-11 OIL MAT					
Preparation of base	4.3	miles	$250.00	$ 1,075.00	
3/4"-0" in binder	600	c.y.	5.00	3,000	
RC-3 in binder	77	ton	55.00	4,235	
Mineral aggregate	~~2,800~~	c.y.	5.00	14,000	
150-200 asphalt	194	tons	52.00	10,090	
RS-1 in seal	60	tons	55.00	3,300	
				$35,700	
Engineering and contingencies				4,300	$ 40,000
TOTAL.....					$148,000

Use gravel pit 2.0 miles from south end of job.

Use quarry in vicinity of Dry Creek for crushed leveling course and oiling aggregate.

Estimated FAS Funds available to Lake County:

Carry-over 1963	$ 24,000
Estimated 1964	58,000
Estimated 1965	58,000
TOTAL.....	$140,000

VRJ:mm
10/23/62

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Proposed

Project 519-1452

Date 5-9-62

TYPICAL SECTIONS Toketee Creek – Medium Heavy (Logging Traffic) Co-Cold

Soil survey is recommended over heavy timber cover type at the request of County - City.

Proposed Grade Line

Proposed Grade Line

Original Soil

Note:
State participation is to furnish ... and other state ... services to construct project.

The ... to the high ... of ... Material soil.

Description	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Absorption Loss %	Sodium Sulphate Loss %	LL	PI	% by Count Min.
Suitable material cannot be furnished by County. Mixing Type - County preference.											

Submitted by [signature] STATE MATERIALS ENGINEER

Recommended by [signature] Construction Engineer

Recommended by [signature]

Approved by [signature] Deputy State Highway Engineer

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

NOTED
Harold C. Avers

NOTED
DON HARWELL

NOTED
H. S. COX

LOCATION PROSPECTUS
DRY CREEK-CALIFORNIA STATE LINE SECTION
WEST SIDE COUNTY ROAD-FAS 407
LAKE COUNTY

11-21-61

NOTED
V. R. JONES

NOTED
R. H. PRANGE

The following prospectus is submitted concerning the above-mentioned section of FAS 407 (West Side County Road), which is a county road on the Federal Aid Secondary System. The northerly terminus is at Station 595+00 of the West Side-Dry Creek Survey, approximately 0.25 mile north of Dry Creek. The southerly terminus is at the California State Line. The overall length is approximately 4.0 miles.

This will be a location survey to prepare plans, and estimates for grading on existing alignment. Said plans, estimates, and other data are to be furnished to Lake County for their use in constructing this project with County forces.

The general route follows the existing facility except for the flattening of two right angle curves with 10 degree alignment. Reconnaissance is not necessary. Soils investigations will be conducted to assist the County with the base design. There are no drainage problems or need for special drainage studies. An economic analysis is not needed.

No traffic data is available. The recommended typical section will consist of two 11-foot travel ways with 2-foot shoulders - subgrade width of 34 feet - which will give 3:1+ rock slopes.

This survey traverses a very flat area with an estimated rise and fall of about 30 feet with approximately 300 degrees central angle. The original line and the final survey will be identical in this respect.

This is a county road with no control of access. There are no railroad crossings or major stream crossings. The bridge at Dry Creek is now under an FAS contract.

The recommended tentative base design for construction is:

Surfacing	1¼"
Top Course, Base	2 "
Bottom Course, Base	12 "
Total Depth	15¼"

(An approved base design will be distributed upon completion of soils investigation.)

Nov. '61

Source for materials will be investigated during the survey.

Agreements with Lake County will be required.

There are no State parks or roadside rest areas affected by this project.

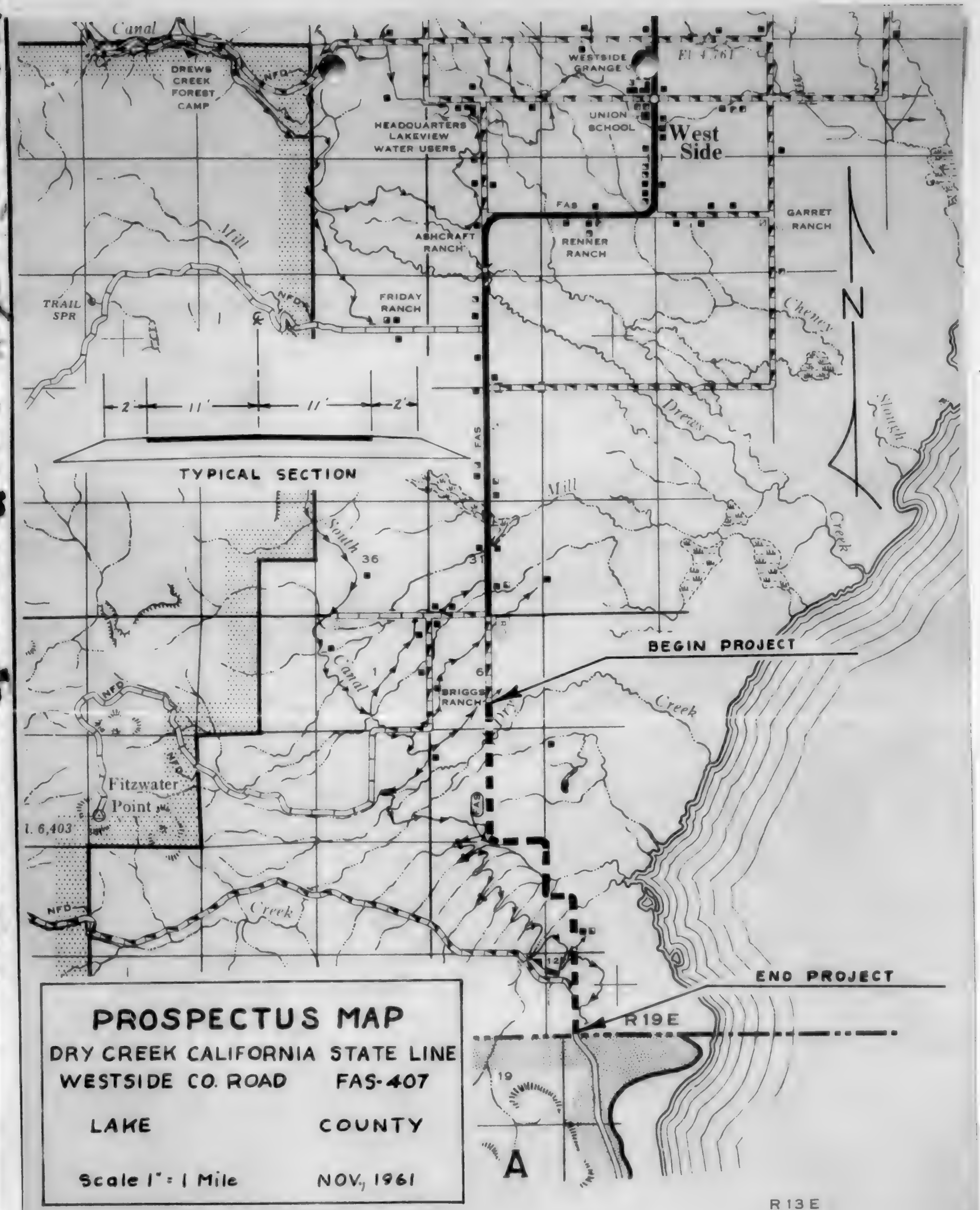
November 21, 1961

Attach.

NOTED
JOHN D. GRAHAM

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
Dean Swift (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
Walter T. Wright (3)

RECEIVED
NOV 29 1961
ENGINEER
COUNTY & CITY RELATIONS



PROSPECTUS MAP

DRY CREEK CALIFORNIA STATE LINE

WESTSIDE CO. ROAD FAS-407

LAKE COUNTY

Scale 1" = 1 Mile NOV., 1961

NOTED
H. S. COX

Salem, Oregon
November 10, 1961

Advance Deposit
Lake County

Mr. C. H. Maison
O F F I C E

Attention: Mr. John Herr

All Cost
219-1453

Attached is a warrant in the amount of $2,500 from Lake County. This is an advance deposit for the State to do a survey for Lake County on Dry Creek Road, FAS 407.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

NOTED
H. S. COX

Salem, Oregon
November 10, 1961

Authority for Survey
Dry Creek Road
Lake County

Mr. Tom Edwards
O F F I C E

Attention: Mr. D. J. Barbee

Today we received an authority for survey from Dean Swift to do a survey for Lake County on Dry Creek Road, FAS 407. When you are planning the base design for this project it might be well to consider the possibility of log hauling.

We also received today an advance deposit from Lake County of $2,500 so as far as this office is concerned, you may proceed with the survey.

John D. Graham
County & City Relations Office Engineer

JDG:mm

cc: Victor D. Wolfe

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 1, 1961

Hon. C. W. Ogle
Lake County Judge
Courthouse
Lakeview, Oregon

Dear Judge Ogle:

Your letter of October 25, 1961, has been referred to this office and the following action has taken place:

On October 30, I called Mr. Dean Swift, Division Engineer in Bend, regarding your request and he states that he has an engineering crew that he could place on your requested survey as soon as authority for such action is obtained. He estimates the cost at $2,500 and estimates that said survey could be completed in about a month's time.

Cost of this survey must be borne by Lake County as you plan on the County to do the grading work. The above mentioned moneys must be on deposit prior to beginning of the survey.

It will be necessary for you to officially request, by letter, this survey and at the same time to request that the remainder of this road lying in Oregon be placed on the FAS System.

As soon as this request is obtained, Mr. Swift may submit a "Request for Survey" and this office may begin system action.

Enclosed are two county maps covering this area indicating the proposed extension of FAS 407 and the general location of same. Please have the Court sign the enclosed maps and return one copy to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By H. S. Cox

RECEIVED
NOV 10 1961
ENGINEER
COUNTY & CITY RELATIONS

H. S. Cox
County and City Relations Engineer

HSC:mm
Encl.

C. W. OGLE
COUNTY JUDGE
J. D. CORUM
COMMISSIONER
J. S. SNIDER
COMMISSIONER
ZANE GRAY
CLERK

LAKE COUNTY

STATE OF OREGON

LAKEVIEW, OREGON

DONALD WOODRUFF
SHERIFF
H. M. LANGSLET
ASSESSOR
JANE TRACY
TREASURER
ANNE SPRAGUE
SCHOOL SUPT.

NOTED
H. S. COX

NOTED
[illegible] C. Area

RECEIVED
NOV 2 - 1961
ENGINEER
COUNTY & CITY RELATIONS

November 1, 1961

NOTED
R. H. PRANGE

NOTED
DON HARWELL

State Highway Department
Highway Building
Salem, Oregon

Att. Mr. Cox

Dear Mr. Cox:

Our county would like to finish the project commonly known as the Dry Creek road, on which a bridge is presently being built with FAS funds. We need a survey in order to finish this construction.

We will appreciate any assistance you can give us in this matter, and hope that the state engineer located here can do this work for us when it is needed. Will you please advise us as to the probable cost involved, and the time which would best suit your men?

Thanking you for your attention to this problem, I am

Very truly yours,

C. W. Ogle, County Judge

CWO/elm

Copy sent to Donn Swift 11-3-61
K.L.C.

NOTED
JOHN D. GRAHAM

FORM F-123-X 50M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 26, 1961

NOTED
Harold C. Avers

NOTED
H. S. COX

NOTED
JOHN D. GRAHAM

NOTED
DON HARWELL

NOTED
V. R. JONES

NOTED
R. H. PRANGE

Hon. C. W. Ogle, County Judge
Lake County Courthouse
Lakeview, Oregon

Dear Judge Ogle:

Reference is made to your letter of October 25 concerning the possibility of a survey by our engineering forces of Dry Creek Road in Lake County.

Your request has been referred to our County-City Relations Engineer. You will be contacted by his staff in the immediate future pertaining to the questions raised in your letter.

Very truly yours,

W. C. Williams
State Highway Engineer

By ORIGINAL SIGNED BY VICTOR D. WOLFE

Victor D.Wolfe
Administrative Assistant

VDWlme

cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. H. S. Cox - Will you please have your people contact Judge Ogle re the attached letter?

VDW

RECEIVED
OCT 27 1961
ENGINEER
COUNTY & CITY RELATIONS

14,000 paid to
Survey Est # 250.00
Called Ogle 10-30-61, Told him Survey would
Cost Co. approx $250.00 & to send request
via letter for survey & FAS section.
Sc.
wrote ltr to Ogle 10-31-61
Sc

C. W. OGLE
COUNTY JUDGE
J. D. SORUM
COMMISSIONER
J. B. SNIDER
COMMISSIONER
ZANE GRAY
CLERK

LAKE COUNTY
STATE OF OREGON
LAKEVIEW, OREGON

DONALD WOODRUFF
SHERIFF
N. M. LANGELET
ASSESSOR
JANE TRACY
TREASURER
ANNE SPRAGUE
SCHOOL SUPT.

October 25, 1961

Oregon State Highway Department
State Highway Building
Salem, Oregon

Att. Victor D. Wolfe

Dear Mr. Wolfe:

The Lake County Court has been discussing the possibility of a survey by your local engineering department of the Dry Creek road for a distance of about four miles. We would like to complete this road, and oil it, to the state line.

Along with the survey we need a new pit for rock, since the old location had little usable material left in it.

Would you please advise my office as to the following:
a. Can your people undertake this project at this time?
b. What would be the cost to our county?
c. How much time would be needed to complete the work?

Thanking you in advance for your attention to this matter, and with best personal regards, I am

Very sincerely,

C. W. Ogle, County Judge

CWO/elm

cc: Hackleman
Swift

48-

N25 8.06

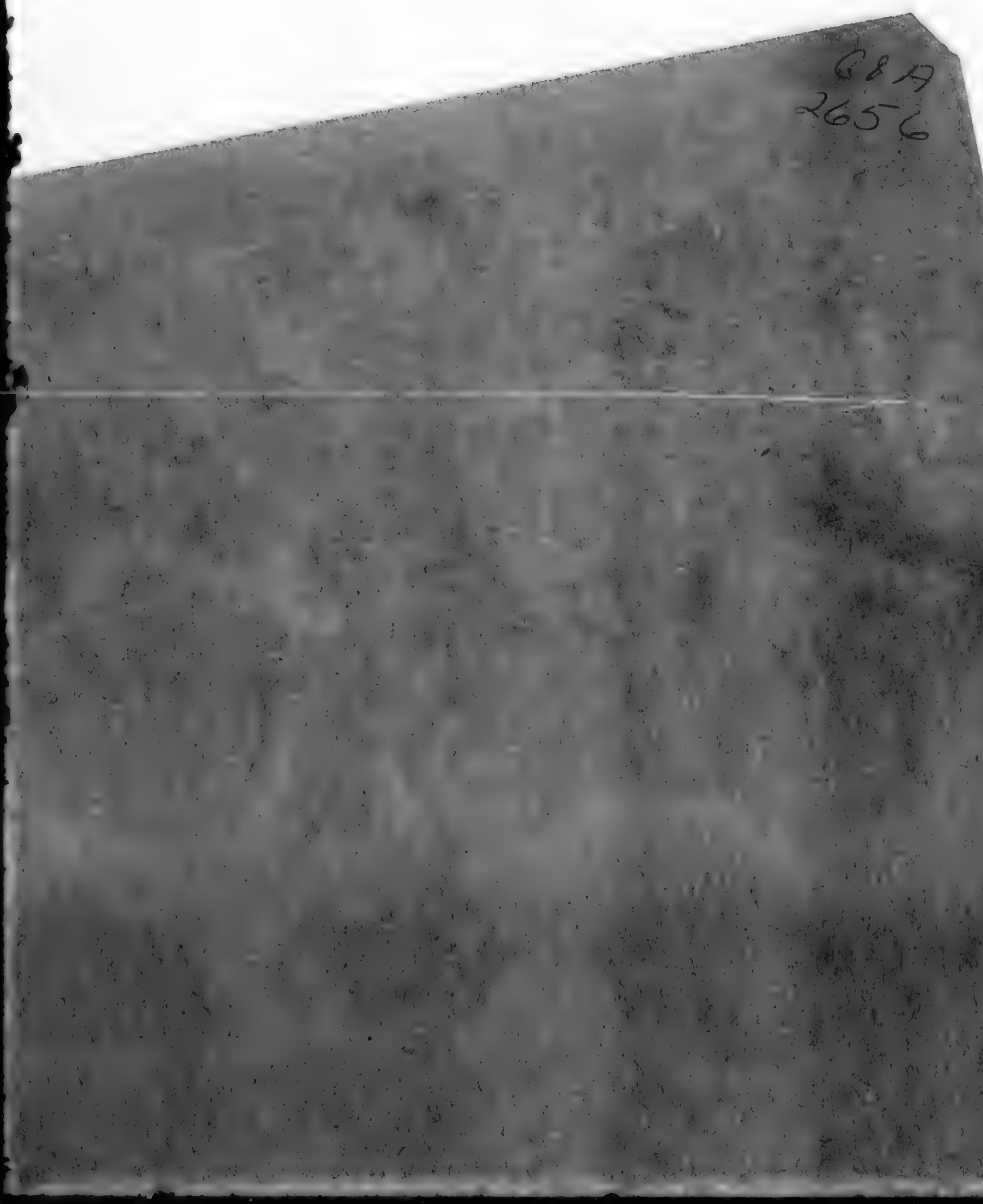
900 - 2200
910 - 100
909 - 200
2500

November 1, 1961

May 15, 1962

10-1610 Roseburg Traffic Signals at Inters. of W. Harvard Blvd. & W. Bellows St. 1963

#6366


68A
2656

RECEIVED
DEC 28 1964

December 28, 1964

St. Paul Fire and Marine Insurance Co.
Pacific Department
200 Mills Building
San Francisco 6, California

Gentlemen:

A post-final payment for $1,428.00 will be made to Trowbridge Electric Company on Contract No. 6366 for traffic signal installation on West Bellows Street Ramp (Roseburg) on Harvard Boulevard in Douglas County, as soon as the warrant is prepared.

The total amount paid on this contract will be $5,785.10, including the post-final payment. No force account work was performed on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

lkn

cc Trowbridge Electric Company
721 S.E. Oak Avenue
Roseburg, Oregon

Ken Bailey Ins. Agency
830[illegible] Rose
Roseburg, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
JAN 26 1965
FOR FILING

December 16, 1964

Trowbridge Electric Company
721 S.E. Oak Avenue
Roseburg, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 15, considered your request for 50 additional workdays to complete Contract No. 6366 for traffic signal installation on the West Bellows Street Ramp (Roseburg) on Harvard Boulevard in Douglas County.

After considering the recommendation of the Engineer and other available information, the Commission granted your request for the 50 additional workdays without assessment of liquidated damages.

Nondelivery of materials is not a reason for extension of workdays, but because of some extenuating circumstances the 50 days were granted. This action does not establish a precedent and should be considered in bidding future projects.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fhn

cc
R. L. Porter
L. R. Chandler
James Chidsey
~~Frank Morgan~~ Merchant
L. H. Young
C. H. Maison

E—330 (Rev.)—3M--5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date April 16, , 19 64

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 70 days to 120 days, within which to complete our Contract No. 6366, without the assessment of liquidated damages. The said contract is described as follows:
Traffic Signal Installation, Job #7250D, Roseburg, Oregon

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: 1. Pole bases completed March 19th, 1964
Pole delivery anticipated June 8th, 1964
(No work to do during this period)

2. See letter attached for conditions.

Respectfully submitted,

Trowbridge Electric Company
Contractor

By Ray D Sm

CONSENT OF SURETY

Date April 17, , 19 64

We, ST. PAUL FIRE AND MARINE INSURANCE COMPANY

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

J.K. Bailey Attorney-in-fact
KEN BAILEY INSURANCE AGENCY (SEAL)

J. K. Bailey Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6366 Contractor Trowbridge Electric Company

Highway Harvard Blvd. (Roseburg)

Section West Bellows Street Ramp

Kind of Work Traffic Signal Installation

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** ~~GRANTED~~. The reasons for such recommendation are as follows:

The failure of the material supplier to deliver the metal signal poles is the cause of delay in completing the project. According to the terms of the contract as stated in the special provisions this is not cause for increase in the number of workdays specified for completion of the work without assessment of liquidated damages.

Recommended for Approval:

John Quigley
Division Engineer

Ivan V. Merchant
Construction Engineer or Bridge Engineer

P. M. Stephenson
State Highway Engineer

Contract No.	6366
Project designation	State Project (State-Federal)
Date awarded	December 18, 1963
Work started	March 2, 1964
Per cent completed	40% (28 April 64) (Date)
No. of Workdays Allowed	70
No. of Workdays Used	57 (through 27 April)
No. of Added Workdays Requested	50

State Printing 27939

FORM E-80 50M 3-62 49907

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 11, 1964

SUBJECT: Traffic Signals at W. Bellows Street Ramp - Roseburg
Contract No. 6366

To: Mr. P. M. Stephenson
Ass't. State Highway Engineer

B U I L D I N G

Trowbridge Electric Company may or may not be entitled to some special consideration in this particular case. I based my recommendation on the following circumstances:

Bids on the work were received December 17, 1963.

Bidding (and contract) specifications contained a new - not formerly used - pole specification, written essentially around a Union Metal Manufacturing Company or Kerrigan Iron Works Company stock item and the specifications were such that a local manufacturer would find it most difficult to supply a pole meeting the specifications.

The contract was awarded December 18, 1963.

Contractor received his contracts on January 8, 1964.

Contractor placed his order for poles with Union Metal Manufacturing Company on January 9, 1964, based on a quotation of a delivery of 6 to 8 weeks after date of order.

Union Metal would not ship poles to the contractor until they had approved shop details of what they proposed to furnish. They did not furnish the contractor shop details until March 10, 1964, some 61 days after receipt of the contractor's order. I consider this an unusually long time, especially when a stock item is named in the specifications.

We notified the contractor of an approval of the shop details on March 18, 1964.

It appears that the contractor is the victim of circumstances occasioned by the acts of a chosen supplier and I cannot under the language of the contract recommend an extension of time without the usual assessment of liquidated damages.

The final estimate charges the contractor 34 days overrun in time at $42.00 per day ($1,428.00).

Ivan D. Merchant
Bridge Engineer

CAG:jm

RECEIVED
DEC 14 1964
FOR FILING

December 11, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 9
December 15, 1964 Meeting

Gentlemen:

Trowbridge Electric Company, contractor on the installation of traffic signals at West Bellows Street Ramp in Roseburg, Contract No. 6366, has requested an extension of 50 days without assessment of liquidated damages to complete work on the contract. The contractor's request (Form E-320) is attached.

The contractor's request is predicated on the fact that he was not able to secure a part of the materials, poles specifically, in time to permit him to complete the overall contract work within the time specified.

The contract specified certain types of manufactured poles presumably without the need for submission of shop details for approval by the engineer; however, there is evidence to indicate that the supplier considered a small change in the pole design to require shop details. The preparation, submission, and approval of these details consumed considerable time and is the reason for the delay in arrival of materials and completion of the job.

Nondelivery of materials is not a reason for extension of workdays; however, in this particular case, we believe in fairness to the contractor and that he should be allowed his request for an extension of 50 workdays without liquidated damages.

If approved, it is proposed to notify the contractor that this action does not establish a precedent and he should take this into consideration on future jobs.

We recommend your approval of this extension. This will be on the agenda at the December 15 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Attachment

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison
L. R. Chandler

PMS:bbc

RECEIVED
JUL 22 1964
FOR FILING

July 22, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed July 9 on Contract No. 6366. The contract was with Trowbridge Electric Company and was for traffic signal installation on the West Ballows Street Ramp, Harvard Avenue in Roseburg in Douglas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 22, 1964, and that you concur in this procedure at the Commission meeting on August 27.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:bbc

RECEIVED
MAR 5 - 1964
FOR FILE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 3, 1964

SUBJECT:

To: Mr. D. B. Parkes
Office Engineer

Trowbridge Electric Company started work on Contract No. 6366, West Bellows Street Ramp traffic signal installation on Harvard Avenue in Roseburg, Douglas County on March 2, 1964.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc Floyd Query

NOTED
FLOYD QUERY

RECEIVED
DEC 18 1963
FOR FILING

COMMISSIONERS
GLENN [illegible]
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6266

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD J. LINDAS
CHIEF COUNSEL

December 18, 1963

Trowbridge Electric
721 SE Oak Avenue
Roseburg
Oregon

Gentlemen:

The State Highway Commission on December 18, 1963, awarded to you State Highway Contract No. 6266 for the following project:

Roseburg Traffic Signals at W. Harvard Blvd. and W. Bellows St., Douglas County.

This award was based on your low bid of $5,968.00 which was submitted to the Commission on December 17, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dz

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
DEC 3 - 1963

FOR FILING

70-161
6366

Phone 673-4457

CITY OF ROSEBURG

744 S. E. Rose Street
ROSEBURG, OREGON

RECEIVED
DEC 2 1963
ENGINEER
COUNTY & CITY DIVISION

November 29, 1963

1483
1582

Mr. H. S. Cox, County and City Engineer
State of Oregon
State Highway Department
Salem 10, Oregon

Re: Agreement dated November 12, 1963

Dear Mr. Cox:

In accordance with the above agreement, the Common Council at their adjourned meeting on November 26, 1963, adopted the enclosed Resolution No. 63-37 prohibiting parking on the westerly side of Bellows Street from the northerly property line of W. Harvard Boulevard to a point 170 feet north thereof. Further parking restrictions are also incorporated to provide traffic safety.

Very truly yours,

CITY OF ROSEBURG

Frances Jellison
City Recorder

FJ:mh

Enclosure

cc: Glen Clark, Traffic Engineer

NOTED
FLOYD QUERY

Copies
Filing

Timber Capital of the Nation

[illegible]

November 26, 1963
Adjourned

RECEIVED
NOV 14 1963
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
November 13, 1963

Traffic Signal Agreement
W. Harvard Blvd. at W. Bellows St.
Roseburg

Mr. H. S. Cox
County & City Engineer
O f f i c e

Attention: Mr. Don Harwell
Office Enginner

Attached is a partially signed copy of an agreement with the City of Roseburg covering installation of traffic signals at the intersection of W. Harvard Blvd. and W. Bellows Street in Roseburg.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Roseburg.

Secretary

rn
Attach: 1

RECEIVED
OCT 9 1963
FOR FILING

September 6, 1963

3d-3

Mr. Craig McMicken
City Manager
City Hall
Roseburg, Oregon

8-2963

Dear Mr. McMicken:

The State Highway Commission at its meeting on August 29 considered and approved your request for the installation of a traffic signal at the intersection of Bellows Street and the US99 southbound off-ramp at the Harvard Avenue Interchange.

The installation was approved with the understanding that the City of Roseburg will pay one half the cost of installation and take care of all future maintenance and power consumption costs.

An agreement is being prepared and will be forwarded to you for approval in the near future.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FO:fkm

cc R. L. Porter
Tom Edwards
V. D. Wolfe
F. B. Crandall
C. H. Maison
H. S. Cox

RECEIVED
AUG 19 1963
FOR FILING

10 15 C
6 16

August 19, 1963

Oregon State Highway Commission

Gentlemen:

We have a request from the City of Roseburg for the installation of a traffic signal at the intersection of the southbound off-ramp from the Pacific Highway and Bellows Street.

Investigation discloses that signalization of this intersection is warranted. It is recommended that a semi-actuated traffic signal be installed at an estimated cost of $9,000. The City of Roseburg has agreed to pay one-half the cost of the installation and care for future maintenance and power consumption.

This matter will be on the agenda for the August 29 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall
C. H. Maison

VPJ:pk bbc

RECEIVED
AUG 5 - 1963
FOR FILING

1C-16M
6366

August 2, 1963

Mr. Craig McMicken
City Manager
City Hall
Roseburg, Oregon

Dear Mr. McMicken:

We have received correspondence from you stating that the City definitely desires to install a traffic signal at the intersection of Bellows Street and the US99 southbound off-ramp at the Harvard Avenue Interchange.

Since it is the policy of the Highway Department to defer to the wishes of the City in a matter such as this, we will proceed with the preparation of an agreement and the necessary contract plans for this signal installation. We do, however, wish to reiterate very emphatically that the Highway Department feels that this traffic signal is not warranted and that it will not be in the best interest of the traveling public to install a signal at this location.

However, since the City does definitely insist and wishes to proceed, we will start on the preparation of the necessary plans and the State-City agreement will be forthcoming for your consideration at an early date.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
L. R. Chandler
G. L. Clark
Enc.

LEG:pk jw

City of Roseburg

744 S. E. Rose Street
ROSEBURG, OREGON

July 25, 1963

REFERRED TO
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. Forrest Cooper, State Highway Engineer
State Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

Mr. Tom Edwards, Assistant State Highway Engineer, has reported to the City of Roseburg regarding the need for a traffic signal at the intersection of Harvard Avenue and Bellows Street. Mr. Edwards concluded that the signal should not be installed at this time. The City Council of Roseburg has requested that additional information be provided your department in connection with this installation. Accordingly, copies of City Manager Report #39 pertaining to this matter are enclosed.

Particularly, may I call your attention to the fact that we anticipate school buses to enter Harvard from the north via Bellows Street beginning sometime after the first of 1964.

The Council has authorized the expenditure of City funds for 50% of the installation cost. Therefore, if you would concur that a signal is needed at this intersection, please transmit the necessary contract documents to my attention for action by the City.

Yours very truly,

Craig McMicken
City Manager

CMc:ml

cc: Glen Clark, Division Traffic Engineer
L. R. Chandler, Division Engineer

JUL 2 6 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 26 1963
OREGON
STATE HIGHWAY COMMISSION

Timber Capital of the Nation

CITY OF ROSEBURG

City Manager Report #39
July 15, 1963

To: The Honorable Mayor and Common Council

Subject: Traffic Signal at Harvard and Bellows

At the June 10 regular Council meeting you asked for more information prior to taking action on the signalization of W. Bellows and Harvard.

A copy of a letter from the State Highway Department regarding this matter is attached, although the vehicular traffic volumes and diagrams are not, due to the special nature of that information.

You will recall the Planning Commission indicated that a traffic signal was necessary in their opinion due to factors which were not taken into account by the Traffic Engineers. One of these is the fact that the School District intends to route busses into this intersection sometime during the first part of 1964. In addition, the medical staff at Douglas Community Hospital find it important to move through this intersection during emergencies. (Two letters pertaining to these matters are also attached.)

As the City official who deals most closely with the traffic problem daily, the Chief of Police has also prepared a report recommending the installation of a signal at this location.

The Director of Public Works has suggested that the points of view expressed by Roseburg Public Schools and Douglas Community Hospital be transmitted to the State Highway Department in order to let them evaluate the impact of those expressions upon the need for a signal.

Conclusion

Traffic signals are a mixed blessing; they both speed up traffic and stop traffic. They sometimes prevent and they sometimes cause accidents. Traffic warrants are used by the Traffic Engineer to determine when an intersection requires signalization; apparently this is one of the borderline cases which often occurs. That is, it may help to solve one problem and at the same time create another.

In my opinion the thirty to thirty-five school busses which will be exiting onto Harvard at this point six months from now is a telling blow in favor of signalization.

Recommendation

It is my recommendation that the Council find that a signal at Harvard and Bellows is necessary and desirable; that such an opinion together with additional information be transmitted to the State Highway Department; and that the local share of the cost ($4,000) be provided from the Street Improvement Fund.

Craig McMicken
City Manager

DOUGLAS COMMUNITY HOSPITAL, INCORPORATED
P.O. Box 820
Telephone Orchard 3-6644
Roseburg, Oregon
July 9, 1963

C
O
P
Y

Mr. Kenneth Ming
City Engineer
Roseburg, Oregon

Dear Mr.Ming:

We wish to draw to your attention that a signal light is needed at the Junction of Bellows and Harvard Avenue.

We, who use Bellows Street see the hazard every day:

1. Strangers trying to find their way onto the freeway going south become confused and bawl up the traffic. Harvard Avenue narrows from four (4) lanes to two (2) way traffic and strangers stop in the middle of the intersection to read the signs and plug the passage from Bellows and back up the traffic on Harvard.

2. The normal daytime traffic is so heavy that unless you nose your car out into the traffic you will just sit there. The rush hours traffic make it nearly impossible to turn off Bellows and head east on Harvard and invariably a doctor, or ambulance will be caught in the traffic jam here and can not get out.

Very truly yours,

DOUGLAS COMMUNITY HOSPITAL, INC.

s/s Mr. Edell Bryant
Business Manager

EB/j

June 20, 1963

C
O
P
Y

To: City Manager

From: Chief of Police

Subject: Harvard-Bellows Traffic Signal

Relative to the attached information regarding a proposed traffic signal at Harvard and Bellows, I would like to add the following: When I first talked to Mr. Glen Clark, he was a little hesitant in making a recommendation for a signal at this location, but after I had pointed out several different items, he then agreed with me and proceeded with the traffic count.

1. At first I pointed out to him the problem that people are having west of Bellows trying to enter Harvard from the side streets, shopping centers, service stations,etc. This is more noticeable between Umpqua and Harvard Streets.

2. That the traffic signal while working through its natural cycle would actually create a break in the traffic pattern for some five or six blocks west of Bellows, thus allowing persons to enter Harvard from the side streets and private properties.

3. With a traffic control signal, it would make a more even flow of traffic to where the person on Harvard and Bellows have equal opportunity to proceed, and at the same time, it would give the Community Hospital a safer entrance onto Harvard with the minimum delay compared to what it is now.

4. There has been some talk and I talked to Mr. Mike Deller, School Superintendent, on June 15, regarding the Board's decision on the new road through Finley Field from the school property to Bellows. He, himself, is very much interested in doing this work, but has had no decision now of the Board. My remark to Mr. Clark was that if the school created the above-mentioned road to Bellows, that we would have an extra load of traffic created at Harvard and Bellows.

5. My other reason for wanting the traffic control light was because of the rise in grade on Harvard just west of Bellows because of the height of the traffic light,it could be viewed by the motorists at a much further distance than it is at the present time, with the motorists seeing each other while they are both within the intersection. I will agree that our accident rate is not exceptionally high; I think that the traffic light would better safe-guard the intersection, and it is true that we may have just as many accidents of the rear end collisions type. In many cases while the rear end collision type increases, the right angle and broad side decreases.

6. We do have some pedestrians crossing at this point which is really unsafe because of the grade of Harvard. With walk and wait signals it would provide a safer crossing point for the pedestrians.

COPY

I think one of the most important factors as you well know, we have a lot of congestion between Bellows and the V.A. entrance and I feel it important that by some means we create a break in the traffic flow. I think this is the best way to create that break so that the people might have a better opportunity of getting onto Harvard. Another factor that Ihave to look at is that if the high school proceeds with the construction of the new road through Finley Field and with the increase flow of traffic created at Harvard and Bellows, I would have to have an officer there directing traffic at different times of the day during the school year.

In my opinion we very much need a traffic control light at the present time. We will more so need the light in the months to come. Keeping in mind also that if lights were installed at the present time, it would be necessary to revise or add signal heads after Harvard Avenue was rebuilt to a four lane street.

s/s John T. Truett
Chief of Police

JTT/jlc
cc: files

ROSEBURG PUBLIC SCHOOLS

M.C. Deller, Superintedent of Schools
Harry Jacoby, Assistant Superintendent
R. R. Brand, Administrative Assistant
Wendell B. Smith, Business Manager
Stanley G. Holmes, Clerk

District No. 4, Douglas County
Adm. Office: 1058 W. Harvard Ave.
Warehouse: Garden Valley Blvd.
Roseburg,Oregon

June 11, 1963

C
O
P
Y

Mr. Ken Meng, Engineer
City of Roseburg
Roseburg,Oregon

Dear Mr. Meng:

In response to your request for information regarding the school district's plans to use Bellows Street, Isubmit the following unofficial statement. I want to be sure that this statement is recognized as tentative because the Boards of Education change, Administration changes and plans are often altered over the period of a year or more.

On March 6 of this year the voters of School District #4 approved a bond issue in the amount of $600,000.00. The major portion of these funds are to be used to construct additional buildings on the existing Senior High School site which is bounded by Bellows Street on the west side of the Senior High School Athletic Field. The architect's plans, which have been tentative approved by the Board, call for a rerouting of the school busses. This would require that a road be constructed along the south side of the baseball field. This road would exit onto Bellows Street. Current thought is to make this a one-way road so that all incoming traffic would enter from Harvard Avenue along the west side of the Shop building and the Language Arts building. The busses would load at these points and from positions along the newly planned road. Well over 200 automobiles and probably 30 to 35 busses would then be required to exit from the high school grounds onto Bellows, thence onto Harvard Avenue where some of them would turn to the right, others would turn to the left in order to reach the old part of Roseburg and to gain access to Highway 99. Still others would go straight through to enter Highway 99 and proceed south.

Construction of the road would take place sometime before Christmas. The date of completion of the buildings is set for August 20, 1964.

I certify that the above plans have been tentatively approved by the Board of Education.

Very truly yours,

s/s M. C. Deller
Superintendent

MCD:jb

STATE OF OREGON
State Highway Department
Salem 10

C
O
P
Y

May 28, 1963

Mr. Kenneth Meng, Director
Department of Public Works
744 S. E. Rose Street
Roseburg, Oregon

Dear Mr. Meng:

Under date of December 20 you forwarded to Mr. Glen Clark a letter requesting investigation of the Harvard Avenue-Bellows Street intersection.

This investigation was completed and reached my desk early this month. The accident analysis shows only 16 reported accidents during the period 1957 through 1962. Only two of these occurred in 1962 and one in 1961. An inspection of the accident report reveals that ten of the 16 accidents have been rear-end collisions, five were angle collisions, and one was a pedestrian.

Our Division Traffic Engineer and our Division Engineer have recommended a signal installation at this intersection, citing as the basic reason the delay in entering Harvard Avenue from Bellows Street. Such an installation would cost $8,000 and under normal policy the City would bear one-half of the cost and assume the maintenance.

In view of the low accident picture and the increased delay to all traffic which will occur with signal installation, I cannot at this time recommend that this signal be installed. Your attention is directed to the fact that the rear-end type of collision will be increased with signal installation and anticipated revision of the Harvard Avenue interchange would require a future revision of the signals. A copy of the traffic report is attached.

We hope you concur in our decision not to install the signal at this time. If you do not concur, I would be glad to discuss this with you.

Very truly yours,

Forrest Cooper
State Highway Engineer

/s/ Tom Edwards
Assistant State Highway Engineer

May 28, 1963

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Department of Public Works
744 S. W. Rose Street
Roseburg, Oregon

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We hope you concur in our decision not to install the signal at this time. If you do not concur, I would be glad to discuss this with you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:jw

Attachment

bc Forrest Cooper
R. L. Porter
F. B. Crandall
L. R. Chandler
G. L. Clark

FORM E-20 50M 5-62 43006

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 17, 1963

SUBJECT: Traffic Conditions
Harvard Avenue-Bellows Street
Roseburg

To: Mr. Tom Edwards
Construction Engineer
Salem, Oregon

Replying to your letter of May 9 on the above subject, it is my belief that while this location does not have all the warrants sometimes required for signalization, that the situation at this point would be much improved by semi-actuated lights. The lights can be span-wire mounted.

The City has not, as I reported in my letter of April 24 to the Traffic Engineer, yet set aside funds for participation in such a light but would start looking for money if advised that the installation, including our participation, had been approved.

The traffic volumes on Harvard are above the minimum warrant, the interuption of continuous traffic movement is at the minimum warrant, but the accident rate is not high. It is my belief that the hazards of cross and turning movements at this point are so apparent to drivers that even the more reckless ones are aware of them and more caution is used than is normally the case. Doctors from the Community Hospital and a former administrator have complained about the length of time required to cross at this point and they attach extreme importance to their own time and to emergency vehicles such as ambulances.

The sight distance immediately west of Bellows Street is severely restricted by a sharp vertical curve. This, within the next two years, could be changed, if the City secures financing for the reconstruction of West Harvard, but they may not be able to do so and a revision here would require about $1000.00 extra expense if the vertical were greatly improved.

It is still my recommendation that the light be authorized.

L. R. Chandler
Division Engineer

LRC:ds

RECEIVED
MAY 20 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
MAY 10 1963
FOR FILING
-1610
6366

Salem, Oregon
May 9, 1963

Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

On the 7th of May a report reached my desk concerning the possibility of signal installation at Bellows Street and Harvard Avenue in Roseburg.

I am astounded to find that this matter was initiated by Ken Meng, Director of Public Works, City of Roseburg, under date of December 20. Further, I am somewhat reluctnat to go along with the recommendation for the signal.

I find, first, that there have been only 16 accidents in this intersection in six years. Ten of these have been rear-end accidents and I believe are not susceptible to cure by signal installation. I find, further, that there were seven accidents in the two-year period 1957 to 1958; six accidents in the years 1959 and 1960; one accident in 1961 and two accidents in 1962.

I am somewhat reluctant to proceed with signals from an accident picture which is no worse than this and when the interchange and intersection both are planned for future improvement.

Will you please advise me further on the points outlined.

Tom Edwards
Assistant State Highway Engineer

TE:jv

cc F. B. Crandall

FORM E-30 BOM 8-62 43606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
May 6, 1963

SUBJECT: Request for Traffic Signal
Harvard Blvd.-Bellows Street
Roseburg

To: Tom Edwards
Ass't. Highway Engineer
O F F I C E

There is attached a report from Division III recommending the installation of a semi-actuated traffic signal at the intersection of Harvard Blvd. and Bellows Street in Roseburg. This is the terminal intersection for the northbound off and southbound on-ramps to the Pacific Highway.

There is a very marginal warrant for signalization at this intersection. Traffic volumes, insofar as those entering from the side street are concerned, are relatively low. Only two of the 16 reported accidents were of a type that might have been prevented by signals.

It is recommended that the signals be installed only because of the restricted sight distance in the southwest quadrant of this intersection. This is a distinct mental hazard and signals are recommended for this reason.

The installation of signals is estimated to cost $8,000 rather than the $7,000 quoted in the report. There is attached a suggested draft to the City asking for their participation.

F. B. Crandall
Traffic Engineer

VPJ:pk
Attachment

RECEIVED
MAY 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—5-62 43909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 11, 1963

SUBJECT: Traffic Conditions
Harvard Blvd.-Bellows Street Intersection
Roseburg

To: L. R. Chandler
Division Engineer
O f f i c e

Attached is a letter dated December 20, 1962, from Mr. Ken Meng, City Engineer, Roseburg, indicating that the Roseburg Planning Commission had discussed the traffic problem at the subject intersection at its meeting of December 17, 1962, and further other complaints had been received regarding this intersection and requesting that a study be made to determine a solution to the traffic problems.

This 90° cross-type intersection has three basic physical conditions which tend to create a hazardous location. First, Harvard Boulevard is the terminus of four lanes to the east and the beginning of two lanes to the west. Secondly, sight distance is reduced to 275 feet at the westerly approach by the vertical alignment. Thirdly, the south leg of Bellows Street is the southbound ramp terminal from the city center interchange of Interstate 5.

A 16 hour manual turning movement count factored to 24 hours taken on November 13, 14, 1962, revealed that 15,309 vehicles entered this intersection. 15.5% or 2,378 entered from Bellows Street. For all practical purposes, no pedestrian volume exists across Harvard Boulevard at this intersection, however 192 pedestrians crossed Bellows Street on the north side of Harvard Boulevard. This is an advantage when signal timing is considered. The left turn movement south to west was 757 vehicles and the left turn movement east to south was 631 vehicles. Both of these movements are affected by the sight restriction mentioned. Both movements are made against 5,833 eastbound vehicles. The attached traffic signal warrant comparison indicates that both the minimum vehicular volume and interruption of continuous traffic warrants are very nearly met. As shown the average entering hourly volume on Harvard Boulevard is 816 vehicles and 136 vehicles from the south on Bellows Street.

There were 16 reported accidents at this location during the period January 1, 1957 to December 31, 1962. There were no fatalities, but four persons were injured. There were ten rear-end, five turning movement, and one pedestrian type accident.

RECEIVED
APR 25 1963
TRAFFIC ENGINEERING

Several factors will have to be taken into account in connection with this intersection. First, the future redesign of the Harvard Boulevard Interchange could revise somewhat the physical location of this intersection. This, however, is probably several years in the future. Secondly, preliminary discussions are underway with a thought to widening Harvard Boulevard to the west to four lanes. Thirdly, the north leg of Bellows Street is being considered by the City to be connected into a larger network of city streets. Fourth, channelization for the east to south, left turn movement is not feasible due to the limited clearance between columns of the freeway structure immediately to the east of this intersection. Fifthly, the vertical alignment may be improved with the future widening project to the west, but in all likelyhood would not be enough to provide good sight distance to the west.

A semi-actuated, two-phase traffic signal would provide gaps in Harvard Boulevard traffic thus overcoming the sight distance deficiency. Due to the lack of pedestrians, the side street minimum timing could be consistant with the percentage of the entering volume by closing the Harvard Boulevard crosswalks. Such a signal is estimated to cost $7,000.

As this intersection is a freeway ramp terminal, it is suggested that the cost be shared 50-50 by the City and the State with the usual maintenance and power consumption agreement.

In summary, volumes on Harvard Boulevard are relatively high, two of the standard warrants are all but met, the sight distance restriction and the transition from four to two lanes coupled with the turning volumes makes signalization desirable. It is therefore recommended that a semi-actuated two-phase signal be installed at this intersection, with the City sharing equally in the cost.

Glen L. Clark

Glen L. Clark
Division Traffic Engineer

GLC:lf
Att. cl.
cc: F. B. Crandall

RECEIVED
APR 23 1963
TRAFFIC ENGINEERING

1

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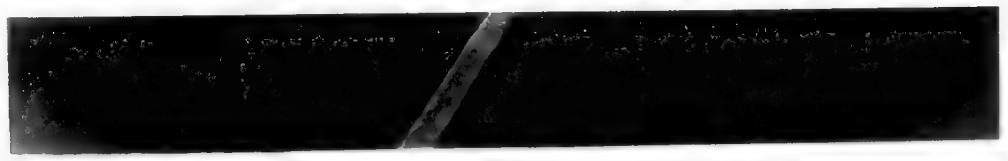

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OREGON STATE HIGHWAY DEPARTMENT

December 1962

LOCATION: Intersection of Bellows Street & West Harvard Blvd. - Roseburg

TRAFFIC SIGNAL WARRANT COMPARISON

Item	Observed Conditions	Minimum Warrant
Minimum Vehicular Volume Warrant:		
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	816	550 1/
Average Hourly Minor Street Volume-Same 8 hrs. (Highest hourly volumes from either approach)	136	150
Interruption of Continous Traffic Warrant:		
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	816	825 1/
Average Hourly Minor Street Volumes-Same 8 hrs. (Highest hourly volumes from either approach)	136	75
Minimum Pedestrian Volume Warrant:		
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	816	600
Average Hourly Ped. Volume Across Major St.-Same 8hrs. (Highest volume crosswalk)	3/4	150
Accident Experience Warrant:		
Preventable Accidents (Last 12 months)	0	5

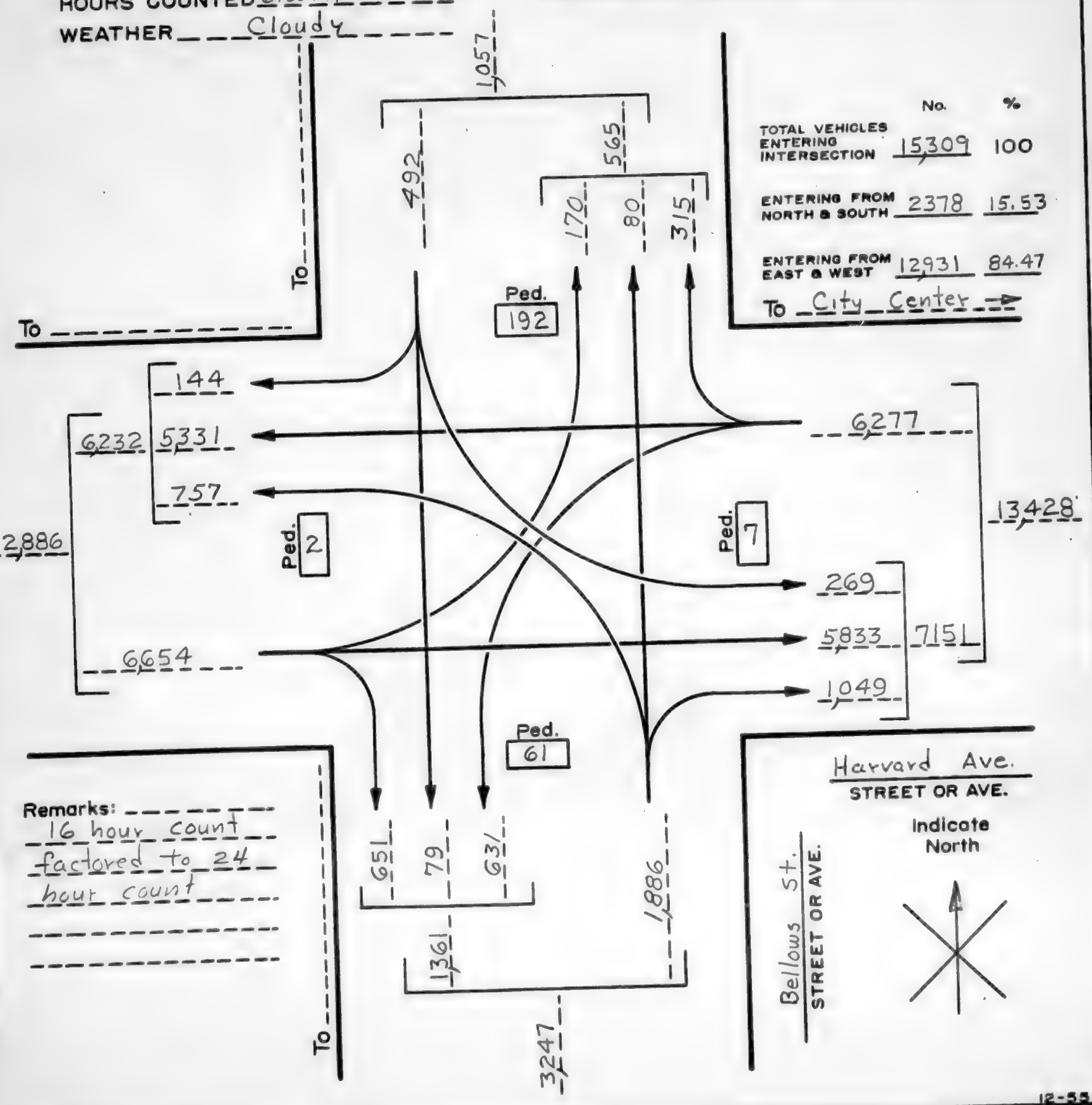
1/ 1 Lane Approach on west & 2 Lanes on east.

RECEIVED
APR 25 1963
TRAFFIC ENGINEERING

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE November 13, 14, 1962
DAY OF WEEK Tuesday & Wednesday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6:00 AM to 10:00 PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6:00 AM - 10:00 PM
WEATHER Cloudy

CITY OF Roseburg
INTERSECTION OF Harvard Ave.
AND Bellows St.
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	15309	100
ENTERING FROM NORTH & SOUTH	2378	15.53
ENTERING FROM EAST & WEST	12931	84.47

To City Center

Remarks:
16 hour count
factored to 24
hour count

12-55

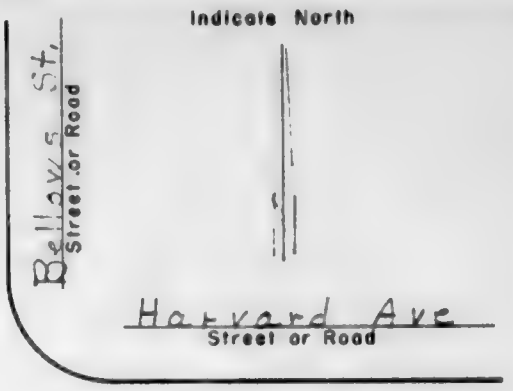
Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

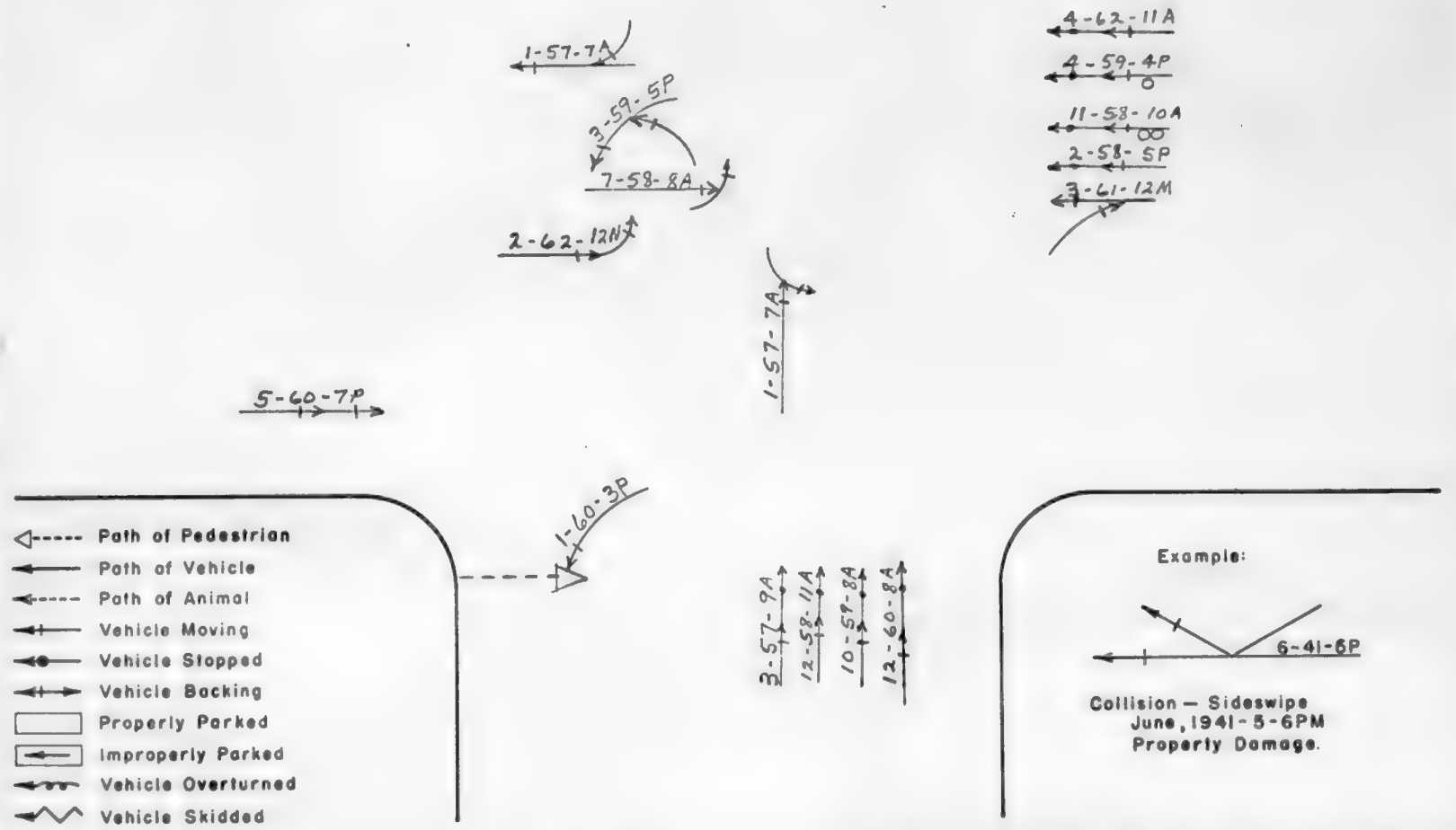
COLLISION DIAGRAM

City of Roseburg County Douglas
Intersection of Harvard Ave. and Bellows St.
Highway Number
Period Covered 1-1-57 to 12-31-62
Compiled by IRS & C.S. Drawn by Date 2-21-63

LEGEND

- Person Killed
- Pedestrian Killed
- Person Injured
- Pedestrian Injured
- Property Damage Only
- Collision – Rear-end
- Collision – Head-on
- Collision – Sideswipe





- Path of Pedestrian
- Path of Vehicle
- Path of Animal
- Vehicle Moving
- Vehicle Stopped
- Vehicle Backing
- Properly Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded

Example:

Collision – Sideswipe
June, 1941 - 5-6PM
Property Damage.

Collision Type	1957-1958				1959-1960				1961				1962				Total			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																				
Rear-end		1	3	4		1	3	4							2	2		2	8	10
Sideswipe																				
Turning Movement			3	3			1	1			1	1							5	5
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian						1		1										1		1
Backing																				
Misc.																				
TOTAL		1	6	7		2	4	6			1	1			2	2		3	13	16

Form E-260 — 2M — 11-45

Form [illegible]

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date November 13, 14, 1962

Day of week Tuesday & Wednesday

Hours counted 6:00 AM To 10:00 PM

Weather Cloudy

Classification

	TIME	SUMMARY BY MOVEMENTS												TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West					
A.M.	6:00- 7:00	6	12	1	11	5	9	48	121	13	17	33	8	284	46	16.20	238	83.80
	7:00- 8:00	11	6	3	6	1	2	225	505	29	82	45	30	945	129	13.65	816	86.35
	8:00- 9:00	10	14	5	7	2	2	214	414	35	88	33	49	873	156	17.87	717	82.13
	9:00-10:00	10	13	5	3	5	3	205	304	26	50	24	35	683	108	15.81	575	84.19
	10:00-11:00	10	17	10	5	2	5	233	290	17	65	29	46	729	138	18.93	591	81.07
	11:00-12:00	14	16	11	7	3	4	333	332	32	74	26	44	896	150	16.74	746	83.26
	12:00- 1:00	10	18	8	14	4	6	344	395	28	37	38	50	952	115	12.08	837	87.92
P.M.	1:00- 2:00	15	24	9	18	5	8	317	328	45	57	37	51	914	145	15.86	769	84.14
	2:00- 3:00	28	41	15	17	4	7	344	404	39	79	61	61	1100	194	17.64	906	82.36
	3:00- 4:00	41	33	18	16	11	1	462	424	70	83	54	51	1264	205	16.22	1059	83.78
	4:00- 5:00	20	21	11	12	6	7	549	505	63	137	64	57	1452	238	16.39	1214	83.61
	5:00- 6:00	11	14	6	10	3	3	725	353	46	60	59	78	1368	161	11.77	1207	88.23
	6:00- 7:00	19	26	12	9	2	7	285	343	37	38	37	41	856	119	13.90	737	86.10
	7:00- 8:00	11	21	10	13	8	8	188	253	35	47	18	37	649	121	18.64	528	81.36
	8:00- 9:00	24	8	6	3	9		197	177	29	19	18	20	510	78	15.29	432	84.71
	9:00-10:00	4	2	1	3	2	1	177	155	30	21	16	30	442	59	13.35	383	86.65
	10:00-11:00																	
	11:00-12:00																	
	12:00- 1:00																	
A.M.	1:00- 2:00																	
	2:00- 3:00																	
	3:00- 4:00																	
	4:00- 5:00																	
	5:00- 6:00																	
24-Hour total .		269	315	144	170	79	80	5331	5833	631	1049	651	757	15,309	2,378	15.53	12,931	84.47
16-Hour total .		244	286	131	154	72	73	4846	5303	574	954	592	688	13,917	2,162	15.53	11,755	84.47
-Hour total .																		
Control . . .																		
Factor . . .																		

Tabulated

Computed

Checked

Checked

Bellows ... St. is North and South

Harvard Ave. ... St. is East and West

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of .. Roseburg
Intersection Harvard Ave. & Bellows St.
Station number
Code number

Classification

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS: North	East	West	South	PEDESTRIANS USING CROSSWALKS: North	East	West	South
17	33	8	284	46	16.20	238	83.80	44	217	222	85	1			1
82	45	30	945	129	13.65	816	86.35	29	858	814	189	12			8
88	33	49	873	156	17.87	717	82.13	40	775	722	209	22	2		7
50	24	35	683	108	15.81	575	84.19	39	608	576	143	1			
65	29	46	729	138	18.93	591	81.07	49	637	613	164	1			3
74	26	44	896	150	16.74	746	83.26	55	801	753	183	6	3	1	13
37	38	50	952	115	12.08	837	87.92	60	832	849	163	1			
57	37	51	914	145	15.86	769	84.14	19	786	760	203	6			3
79	61	61	1100	194	17.64	906	82.36	112	935	902	251	10		1	4
83	54	51	1264	205	16.22	1059	83.78	120	1113	1025	270	71			7
137	64	57	1452	238	16.39	1214	83.61	77	1295	1198	334	25	1		6
60	59	78	1368	161	11.77	1207	88.23	47	1209	1231	249	18			4
38	37	41	856	119	13.90	737	86.10	75	748	727	162	5			
47	18	37	649	121	18.64	528	81.36	71	555	519	153	8	1		2
19	18	20	510	78	15.29	432	84.71	50	454	421	95	4			
21	16	30	442	59	13.35	383	86.65	13	389	382	100	1			
1049	651	757	15,309	2,378	15.53	12,931	84.47	1057	13,428	12,886	3,247				
954	592	688	13,917	2,162	15.53	11,755	84.47	960	12,207	11,714	2,953	192	7	2	61

Tabulated by C. Koenig
Computed by C. Koenig
Checked by
Checked by

South
West

City of Roseburg

Department of Public Works
744 S. E. Rose Street
ROSEBURG, OREGON

December 20, 1962

Oregon State Highway Dept.
Roseburg Division Office
1523 S. E. Cobb Street
Roseburg, Oregon

Attention: Mr. Glenn Clark, Traffic Engineer

Dear Mr. Clark:

The Roseburg City Planning Commission at their regular meeting, Monday, December 17, brought up and discussed the traffic problems being encountered at the intersection of W. Harvard And Bellows since the Harvard-Bridge Connection was installed. In addition, I have had another comments from a doctor who has occasion on emergency calls to require access to the hospital where in some instances time is of the essence. Generally the comments are as follows:

1. A vehicle wishing to enter Harvard from the north side of the street and waiting on Bellows has a difficult time in clearing the west-bound traffic and the east-bound traffic on Harvard in order to make a left turn to proceed into town or to continue straight ahead on to the highway. Many times the operator finds himself stranded in the middle of this wide intersection where he had cleared the west-bound traffic, but cannot filter into the east bound lanes. This problem is apparently causing inconvenient delays to the motorist emerging from Bellows.

2. A vehicle coming down off the highway and wishing to proceed into Bellows, especially during rush hours cannot find an opening in the traffic to enable him to cross Harvard.

These problems were not wholly unanticipated and have been with us for some time. However, due to the extremely large expanse of pavement at this intersection, the heavy traffic both east and west-bound on Harvard and the new connection, which has tended to increase speeds, these are definite problems which cannot be solved by rule of thumb thinking. It is the belief of the Planning Commission, in which I concur, that this intersection deserves a traffic engineering study and therefore, I am writing to request that when you can find time, this problem be investigated in an effort to determine any changes which might ease the congestion. I realize some of the possible solutions will be expensive. On the other hand, some of the solutions might be done less expensively which would partially help the situation.

I would be glad to discuss this with you at your convenience.

Very truly yours,

Ken Meng
Director Public Works

DEC 21 '62

Water	ADL	ADE	DOE
Assign		For	
Reply		Action	

KM:jh
CC: Chief of Police

Timber Capital of the Nation

I-5-2(29) Roberts Mtn. Sec., Pacific 1963
116 Hwy. (Grad. & Pav.)
#6367

RECEIVED
NOV 2 - 1967
FOR FILING

I-5-2(29)116

6367

November 2, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97310

Dear Sir:

Re: Roberts Mountain Slide Section
F.A. Project No. I-5-2(29)116

During the AASHO Convention in Salt Lake City, we discussed the matter of delaying any decision on this project until after the next winter season. You will recall that Mr. George Williams was present and approved of our suggestion.

At that time I had only one copy of the map that showed a possible treatment of the slide condition. Mr. Williams requested that we forward through your office a copy of the map and pertinent correspondence concerned with it. Three copies of the information are enclosed with the assumption that you will forward it through channels to Mr. Williams.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

FBK:arb
Encs.
cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
L. R. Chandler

RECEIVED
AUG 10 1967
FOR FILING

I-5-2(29)116
6316

August 10, 1967

1307

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Roberts Mountain Slide Section
F.A. Project No. I-5-2(29)116

You will perhaps recall our correspondence concerning the slide occurring on this section. On October 1, 1965, we made application to have the slide correction considered stage construction. The subsequent exchange of correspondence between Messrs. Cooper and Williams confirmed that the slide correction could be considered as stage construction; however, we were urged to do the corrective work at an early date. Particular reference is made to your letter of April 25, 1967, requesting that the corrective work be done "in the immediate future as a part of the existing project so that it can be closed out".

We have subsequently made tests in the slide area, and a comprehensive plan has been developed to correct the slide condition. The cost of such correction is estimated to be $612,800. It is our opinion, however, that this slide area should be observed over one additional winter season, to ensure that the condition is not overcorrected. We feel it would be in the public interest for this further determination to be made.

In view of this situation, we are deferring to your advice on whether to let a $612,800 slide correction contract at the present time, or to await a

firmer evaluation that can be made next spring which would give more conclusive results.

We shall appreciate your early consideration of this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
L. R. Chandler

LHY:ia srb

ROBERTS MOUNTAIN SLIDE

Pacific Highway
Prefix No. 610-1962-901

Douglas County
July 1967

QUANTITY SUMMARY

Item No.	Item	Unit	Net	Allow	Total
Item 1.	Ditch Excavation Unclassified	C.Y.	1.9	.1	2.0
Item 2.	General Excavation Unclassified	C.Y.	70,662	7,066	77,760
Item 3.	Selected Rock Embankment	Tons	69,936	6,994	76,930
Item 4.	Selected Backfill Material	C.Y.	2,148	215	2,363
Item 5.	Trench Excavation	C.Y.	768	77	845
Item 6.	Special Backfill in Drains	C.Y.	270	27	297
Item 7.	Watering	M-Gal.	32	3	35
Item 8.	8-inch Drain Pipe	Lin. Ft.	1,331	133	1,464
Item 9.	Type 2 Barricade	Lin. Ft.	1,100	110	1,210
Item 10.	Salvage Guard Rail	Lin. Ft.	700	70	770
Item 11.	Salvage Median Barrier	Lin. Ft.	680	68	748
Item 12.	Salvage Type 2 Barricade	Lin. Ft.	1,100	110	1,210
Item 13.	Guard Rail, Salvage Guard Rail	Lin. Ft.	700	70	770
Item 14.	Median Barrier-Salvage Median Barrier	Lin. Ft.	680	68	748
Item 15.	Type 2 Fence	Rods	10	1	11
Item 16.	Salvage Type 2 Fence	Rods	46	4	50
Item 17.	Type 2 Fence Salvaged	Rods	46	4	50
Item 18.	Detour Signs	All Spec.	All		All

Contingent Items

Item 19.	Slide Excavation	C.Y.	21,750	2,175	23,925
Item 20.	Selected Rock Embankment	Tons	52,220	5,222	57,442
Item 21.	Base Rock	Tons	3,480	348	3,828
Item 22.	3/4"-0 Shoulder Rock	Tons	152	15	167
Item 23.	Plant Mix Bituminous Base	Tons	175	18	193
Item 24.	Class "B" Asphaltic Concrete	Tons	289	29	318
Item 25.	RS-1 Asphalt in Tack Coat	Tons	.17	.03	0.2

ROBERTS MOUNTAIN SLIDE

Pacific Highway
Prefix No. 610-1962-901

Douglas County
July 1967

COST SUMMARY

Item No.	Item	Unit	Unit Price	Quantity	Amount
Item 1.	Ditch Excavation Unclassified	C.Y.	$4.00	2	8.00
Item 2.	General Excavation Unclassified	C.Y.	1.25	77,760	90,200.00
Item 3.	Selected Rock Embankment	Tons	2.50	76,930	192,325.00
Item 4.	Selected Backfill Material	C.Y.	2.50	2,363	5,907.50
Item 5.	Trench Excavation	C.Y.	3.00	845	2,535.00
Item 6.	Special Backfill in Drains	C.Y.	8.00	297	2,376.00
Item 7.	Watering	M-Gal.	5.00	35	180.00
Item 8.	8-inch Drain Pipe	Lin. Ft.	2.50	1,464	3,660.00
Item 9.	Type 2 Barricade	Lin. Ft.	3.50	1,210	4,235.00
Item 10.	Salvage Guard Rail	Lin. Ft.	1.25	770	962.50
Item 11.	Salvage Median Barrier	Lin. Ft.	1.75	748	935.00
Item 12.	Salvage Type 2 Barricade	Lin. Ft.	2.00	1,210	2,420.00
Item 13.	Guard Rail, Salvage Guard Rail	Lin. Ft.	1.25	770	962.50
Item 14.	Median Barrier-Salvage Median Barrier	Lin. Ft.	1.75	748	935.00
Item 15.	Type 2 Fence	Rods	9.00	11	99.00
Item 16.	Salvage Type 2 Fence	Rods	3.00	50	150.00
Item 17.	Type 2 Fence Salvaged	Rods	5.00	50	250.00
Item 18.	Detour Signing	All Spec.	All	All	8,000.00
				Subtotal	$316,140.50

Contingent Items

Item 19.	Slide Correction	C.Y.	1.25	23,925	29,906.25
Item 20.	Selected Rock Embankment	Tons	2.50	57,442	143,605.00
Item 21.	Base Rock	Tons	3.25	3,728	12,116.00
Item 22.	3/4"-0 Shoulder Rock	Tons	3.50	167	584.50
Item 23.	Plant Mix Bituminous Base	Tons	8.00	193	1,544.00
Item 24.	Class "B" Asphaltic Concrete	Tons	9.00	318	2,862.00
Item 25.	RC-1 Asphalt in Tack Coat	Tons	100.00	0.2	20.00
			Total Bid Items		$506,778.25

Contingencies & Engineering		101,355.65
S.F.C.	Pavement Stripping	500.00
S.F.C.	Permanent Stripping	200.00
E.W.C.	Flagging	4,000.00
	Project Total	$612,833.90

NARRATIVE REPORT

OPTION I

Roberts Mountain Slide Section
Douglas County

Pacific Highway
Prefix # 610-1962-901

The purpose of Option I for this section is to eliminate the slide failure condition existing at Roberts Mountain from Station "L" 2951 - 2956 by means of excavation to a point below the original ground, to obtain firm foundation, and then backfilling with Selected Rock Embankment to a neat section to stabilize the upper slope. The material excavated is to be deposited below the slide section to form a counter balance section and possibly give some added stability to the section.

The works entails excavation of a toe trench, installation of drainage facilities for subsurface water, the construction of a rock inlay, called "Special Rock Embankment" and the provision for a detour in the event of failure of the fill above the work.

Details have been worked up on (1) Bid Items, and (2) Contingent Bid Items. The contingent Bid Items will be utilized only in the event of failure of the fill above the work which effects the roadway and should be so shown in the special provisions.

It is essential that the Detour signing be erected and ready to utilize prior to the start of the work as failure could occure at any time following the commencement of excavation. It should be further specified that the Item desiginated as "Detour Signing" should contain a breakdown by percentage for (1) Installation of signs and covering prior to the commencement of excavation, (2) The activation and maintenance of said Detour Signing and (3) for the removal of said signing. This will allow the engineer to allot the proper funds to the contractor in the event the detour is not needed.

An item by item breakdown of special problems follows:

Item No. 1. Ditch Excavation is small in quantity consisting of outlet ditches for the 8-inch perf. pipe in the slide correction excavation and in the cutoff ditch, uphill from the slide correction excavation.

Item No. 2. General Excavation is comprised of the excavation for the slide correction and the removal of the majority of the material required to provide drainage from this area. This material is to be wasted to

form a counter balance at the toe of this slide area. The excavation work in the removal of the unstable material shall be made to neat lines as staked by the engineer. Due to the nature of this slide only limited areas may be worked at one time, completing the excavation, drainage facility and then placing the "rock backfill" prior to opening up a new "limited area."

Item No. 3. Selected Rock Embankment will be sound and durable rock fragments not subject to rapid weathering, slacking or other deterioration. The material shall be dirt free and 50% of the material shall be 1 cubic foot or larger in volume. Said selected rock embankment shall be furnished by the contractor from a source of his own choosing, the same as set forth for Special Borrow in Articles 102-2.2 and 102-2.3. There is material suitable for this work existing in waste areas on the Canyonville - Bear Gulch Section ~~which suitable for this work~~ and arrangements could be made to utilize this material.

Item No. 4. Selected Backfill Material is to be utilized in backfilling the excavation for drainage above the Special Rock Embankment line. The Rock Embankment will be placed to a point approximating the original ground prior to any construction in this area. The area above this line is to be backfilled with a material, not subject to rapid deterioration, which will form a firm, dense and sound embankment.

Item No. 5. Trench Excavation is that excavation involved in the installation of 8-inch drain pipe through the slide correction and in the cutoff ditch above the slide correction work.

Item No. 6. Special Backfill in Drains.

Item No. 7. Watering set up primarially as a contingent item as all excavated materials are apparantly above optimum moisture.

Item No. 8. 8-inch Drain Pipe.

Item No. 9. Type 2 Barricade: Due to the possibility of failure above the excavated area it will be necessary to set up a detour section prior to the start of work. Said detour involves Items No. 9, No. 11, No. 12, No. 14 and No. 18. Plan Detour Sheets have been prepared and are to be incorporated into the project. Failure could occure which would make the 2 north bound lanes unsafe for use, therefore it will be necessary to have a planned detour arrangement built in and ready for use prior to the onset of the work. This facility will be functional throughout the excavation and backfilling process and should be arranged so it may be put into use with only a minimal delay.

Items No. 10 & 13. Salvage Guard Rail and Guard Rail, Salvaged Guard Rail cover the necessary removal to effect the work on the slide correction.

Items No. 11 & 12. See Item No. 9. Concerns detour.

Item No. 15. Type 2 Fence, contingent item to take care of any additional fencing deemed necessary following the completion of the slide correction work.

Items No. 16 & 17. Salvage Type 2 Fence and Type 2 Fence Salvaged cover the necessary removal and reinstallation, required to dispose of the excavated materials.

Item No. 18. Detour Signing: This is a lump sum item covering the installation, maintenance and removal of the detour signing. All work, except for the stripping is to be done by the contractor. State forces will preform all necessary stripping, stripe removal and restriping.

CONTIGENT ITEMS

Item No. 1. Slide Removal to be utilized in the event of failure above the excavated section.

Item No. 2. Selected Rock Embankment to be utilized to backfill the area of the slide.

Items No. 3 - 7. Surfacing items required to replace the existing roadbed and as the above items will be required only if there is a failure above the excavation.

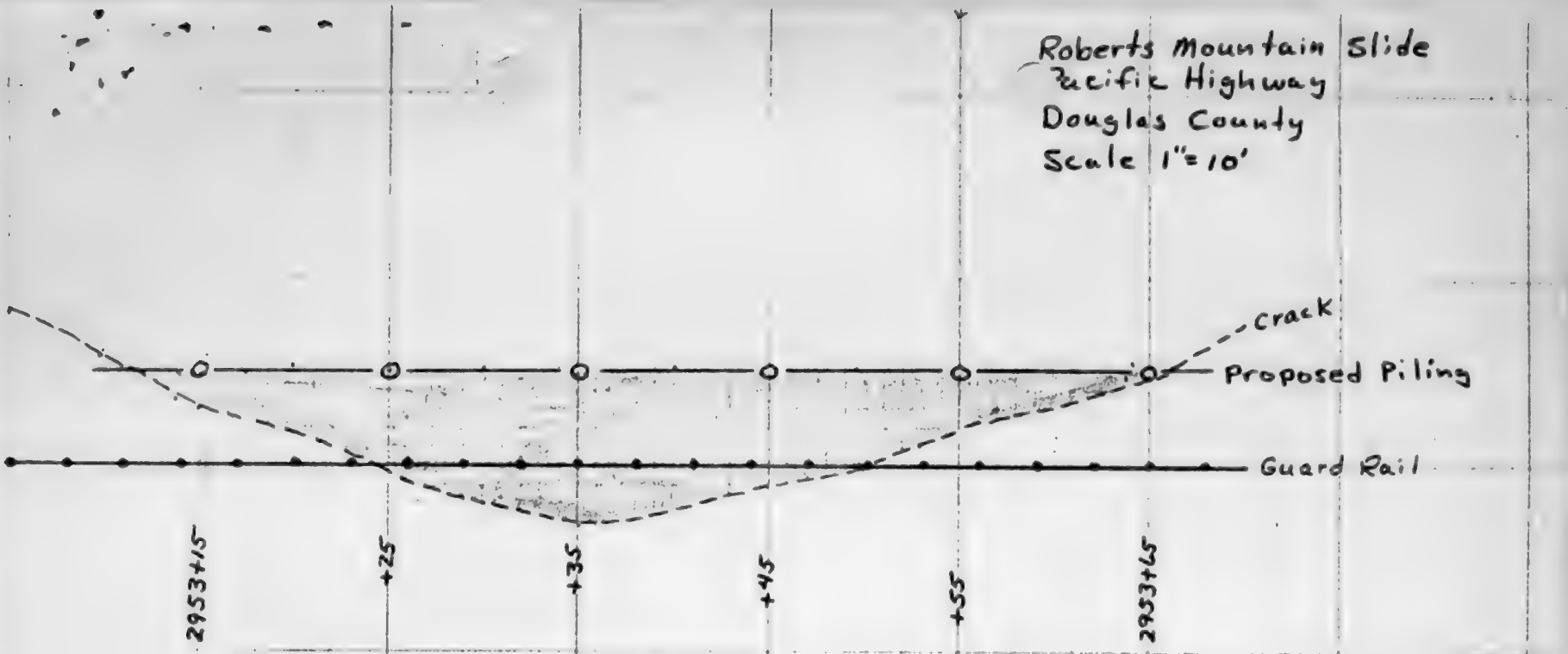
It should be emphasized that only a small portion of the area may be excavated at one time and that the rock embankment will be required to be placed immediately behind the excavation to decrease the possibility of failure.

It also should be noted that the firm or preconstruction ground line has been determined by seismic work and drilling. It should be the responsibility of the Resident Engineer to determine if the excavation as shown is in firm material prior to backfilling. Coordination of the contractors efforts is essential to insure a proper timing sequence to prevent excessive delays which could promote failure in the fill material above the section.

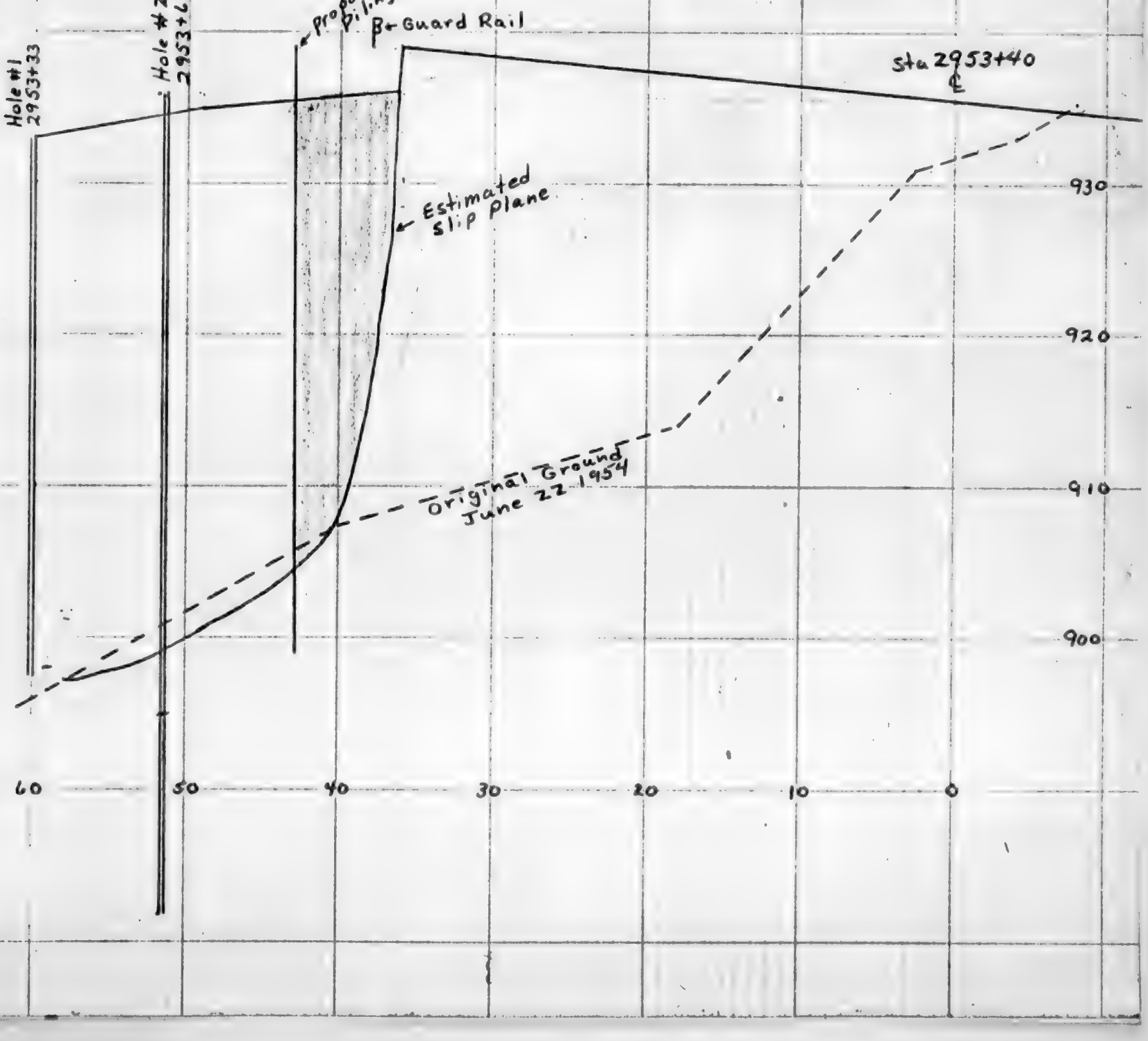
All of the work is confined to the existing right of way. There are no utilities involved. No changes of alignment of the existing road are anticipated under this plan.

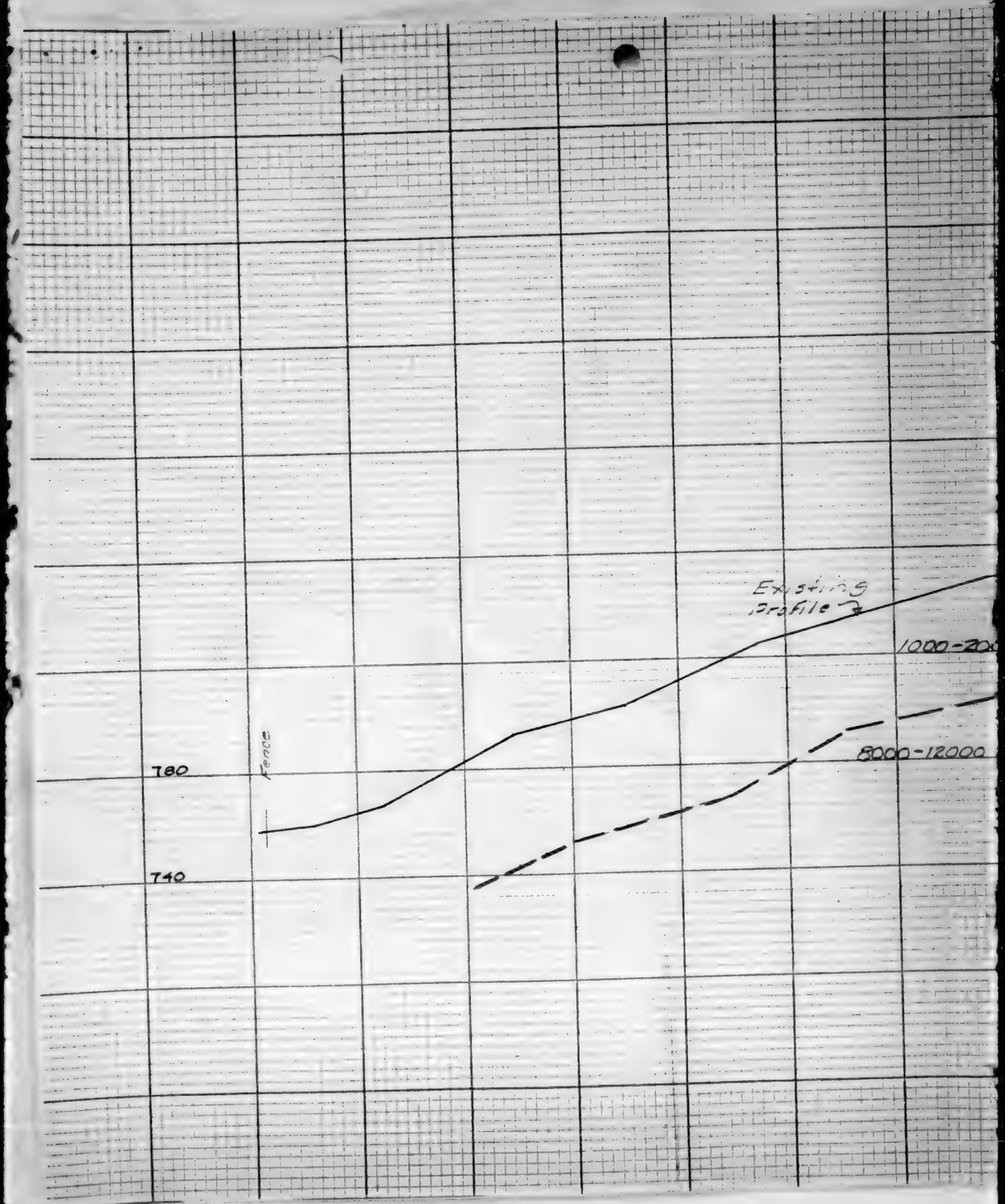
K. D. Lambocker
Resident Engineer

Roberts Mountain Slide
Pacific Highway
Douglas County
Scale 1" = 10'



Volume of Shaded Area = 8600 cubic feet
Appro. Unit Weight = 120 lbs/cubic foot
Total weight = 1,032,000 lbs




Existing
Profile
1000-2000
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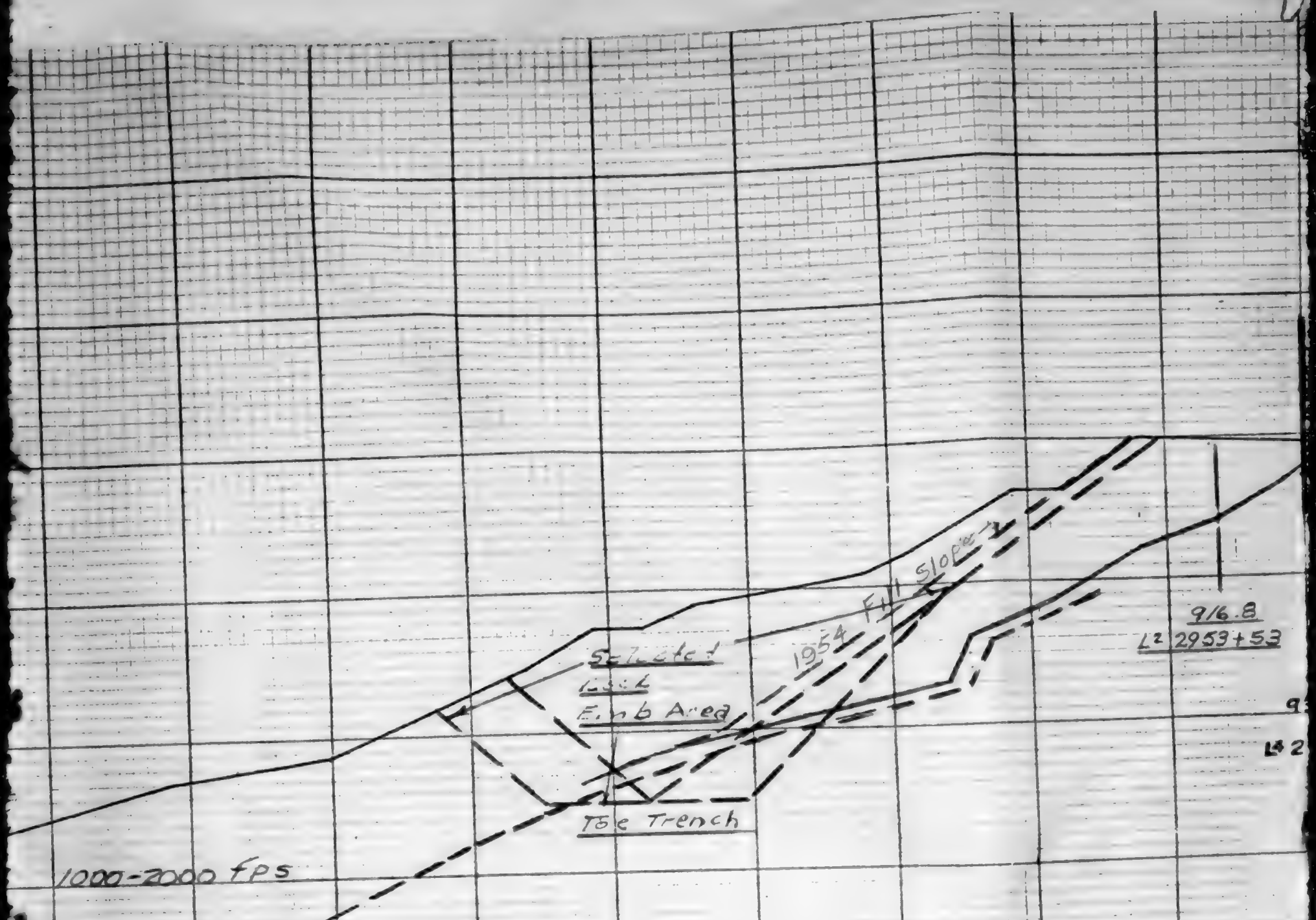
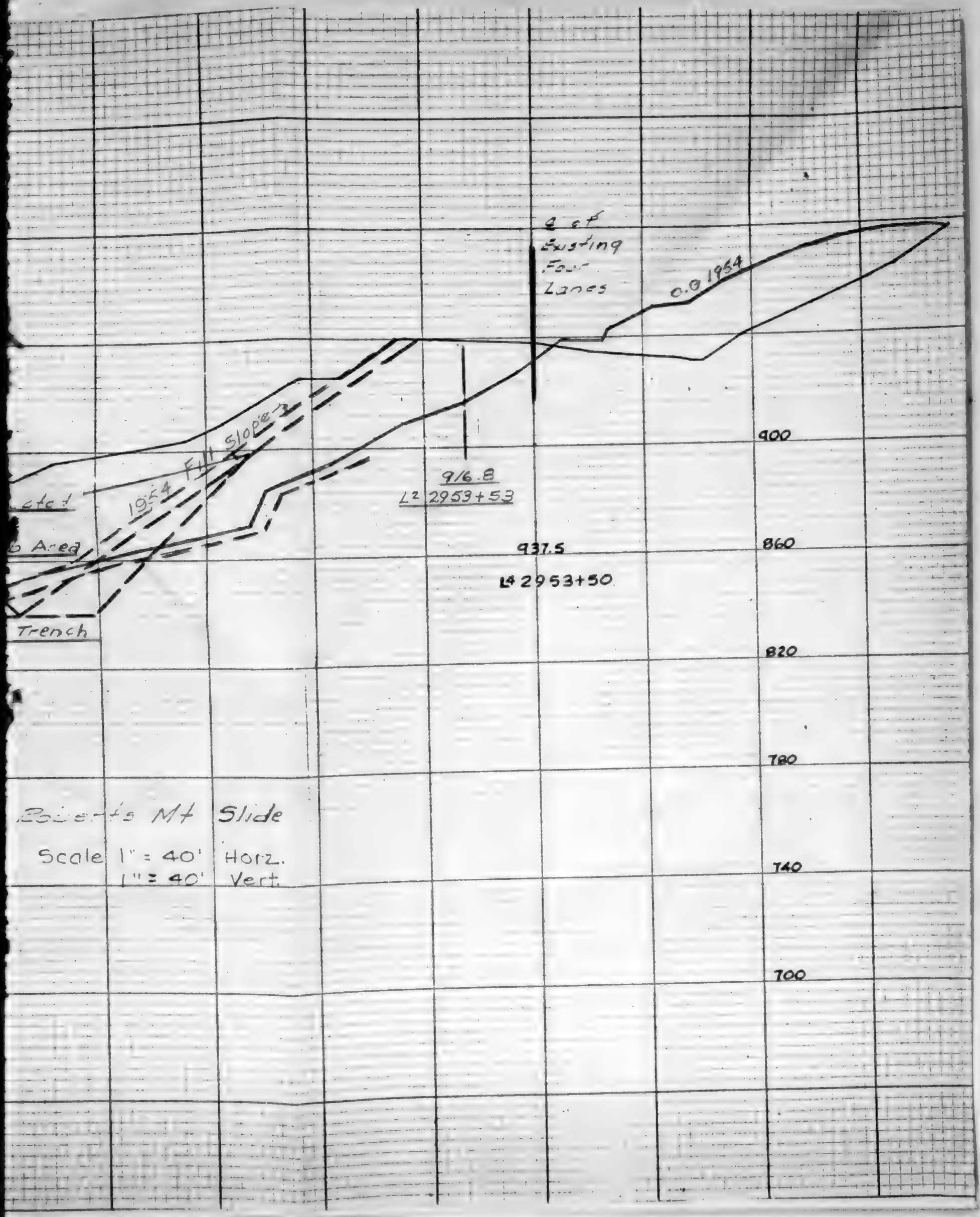
Fence



Roberts Mt Slide

Scale 1" = 40' Horz.
1" = 40' Vert.


℄ of
Existing
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916.8
L² 2953+53
Fill Slope 2
1954
ctd
Area
937.5
L⁴ 2953+50
860
Trench
820
780
740
700
Roberts Mt Slide
Scale 1" = 40' Horz.
1" = 40' Vert.

RECEIVED
NOV 29 1968
FOR FILING

I-5-2(29)116
6367

September 15, 1967

32-01

3-00.41

Mr. B. M. French, Regional Federal Highway Administrator, Portland, Oregon

G. M. Williams, Director
Office of Engineering and Operations, Washington, D.C.

Oregon Project I-5-2(29)116 - Roberts Mountain Slide
Your memorandum dated August 18.

I have personally reviewed the information submitted by and with your August 18 memorandum as well as previously submitted information. The Office of Engineering and Operations accepts the "feeling" expressed by the State and Public Roads field offices that action to stabilize the roadbed of the Interstate highway at the Roberts Mountain Slide should be deferred for one more winter and spring season to "ensure" that a Federal-aid construction project is or is not advisable.

I suggest that you, Al Parsons and I have a discussion about this matter with Forrest Cooper while we are at the AASHO conference in Salt Lake City in October.

Action / Info
Div Engr
Exp Coord
Dist Engr - A
Area A Engr
Dist Engr - B
Area B Engr
Planning
Right of Way
Bridge Engr
JA
Admin Mgr
Maint
File

CON RSB 282 7-26-67 3-50 PM

GIL DECKER

COSTS INCURRED ON NORTH SIDE ROBERTS MTN SLIDE AFTER RECONSTRUCTION
AUGUST 1965, LAND AC. $550.00
APRIL 1966, HAUL FILL MATERIAL $550.00
MAY 1966, FURNISH AND INSTALL H-BEAMS $1,450.00
APRIL 1967, HAUL FILL MATERIAL $950.00
TOTAL COST $3,500.00

C M WILLIAMS

PM 17/88.

FORM E-90 5M4 10-66

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

July 19, 1967

SUBJECT: Roberts Mtn. Slide Section
Pacific Highway
Douglas County
610-1962

To: F. D. Morgan
Construction Engineer
SALEM

Attn P. L. Carstensen

Transmitted herewith is the following location data on the above mentioned section:

- 1 - Roll Cross Sections, Trench Excavation and Profile
- 1 - Roll Cut Off Ditch Profile
- 1 - Roll Cross Sections 2951-2956
- 1 - Roll Vicinity Map and Profile
- 3 - Copies Quantity Summary
- 1 - Copy Narrative Report
- 1 - Copy Locating Engineer's Statement
- 1 - Copy Geophysical Investigation
- 1 - Copy Rock Inlay Computations
- 1 - Copy Contingent Rock Embankment
- 1 - Copy Surfacing Calculations
- 1 - Copy General Excavation
- 1 - Copy Pipe Excavation
- 1 - Copy Selected Rock Embankment
- 1 - Copy Selected Backfill Material
- 1 - Copy Contingent Earthwork

Standard specifications are to apply to all items. Contractor to furnish materials. Rolls being sent under separate cover.

F. D. Morrison

F. D. MORRISON
Division Office Engineer

Attachments

FDM/pm

ROAD DESIGN SECTION
JUL 24 1967
OFFICE ENGINEERING DIVISION

RECEIVED
JUL 20 1967
CONSTRUCTION DIVISION

Routing

Morgan	Poate
Decker	Morelock
Bond	Trout
Barbee	Scott
Walker	Wills
Glenn	Litchfield
Swan	Olson
CARSTENSEN	

FORM E-30 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 27, 1967

SUBJECT: Assignment No. 1307-FBK
Roberts Mountain Section - I-5
Fill Slide Station 2953+35
F.A. Project No. I-5-2(29)116

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

A survey and cost estimate has been completed on one of the measures considered for correction of the subject named slide, that is, a 30-foot wide toe trench into firm material with selected rock backfill. Firm material was located by boring and seismic investigation. Location of the toe trench was determined by projection of a 1-1/2:1 shoulder slope into the firm material. Details are shown on cross sections taken every 50 feet along centerline.

A copy of the cost summary and narrative report is attached for your information. This has been reviewed and accepted as reasonable. It will be observed the estimated cost is $316,140.50 without contingent items. With contingent items added, the cost is $506,778.25. Contingencies and engineering bring the total estimated cost to $612,833.90.

While it is believed the toe trench could be dug and backfilled without endangering the roadway, and therefore eliminating the contingency items, an expenditure of $300,000.00 does not seem justified at this time.

The above conclusion was reached after study of the slide movement since completion of the last contract in June of 1965 with the following observations made:

1. Horizontal movement towards centerline has remained at original break line 3 feet inside the guard rail. (See attached sketch prepared for consideration of cast in place cylinder piles and copy of Ivan Merchant's letter on this approach.

2. Vertical movement is not constant. No movement has been observed for several months.

RECEIVED
JUL 28 1967
OFFICE OF
STATE HIGHWAY ENGINEER

3. Recent cross sections over the slide surface plotted over original groung cross sections of 1954 show the two lines being close to parallel. This uniform distribution of weight contributes towards eventual stability.

4. In May of 1966, 10-inch H-piling were placed by maintenance to support the guard rail and shoulder area over the slide break. Four inches of A.C. was placed over the piling. This has permitted full use of the shoulder area without constant patching and has reduced maintenance costs. Loading the top of slide by placing gravel just outside the guard rail has been performed only once since May of 1966. Costs of these operations were requested and a copy of reply from C. M. Williams is attached showing total cost of $3,500.00 since reconstruction in 1965.

As previously reported (letter of December 19, 1966) the overall size of the failing area here has decreased considerably. The line shift (approximately 30 feet) away from the slide area has, by removing embankment weight, further reduced the failure potential. It is believed the sliding area is very near a point of equilibrium.

The cost of continuing maintenance at the top of the slide movement until equilibrium is reached should be a small fraction of the cost for any other positive measure considered.

It is recommended the Bureau of Public Roads be advised we will assume responsibility for further movement at this location.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:fw
Attach.
cc L. R. Chandler

Items No. 11 & 12. See Item No. 9. Concerns detour.

Item No. 15. Type 2 Fence, contingent item to take care of any additional fencing deemed necessary following the completion of the slide correction work.

Items No. 16 & 17. Salvage Type 2 Fence and Type 2 Fence Salvaged cover the necessary removal and reinstallation, required to dispose of the excavated materials.

Item No. 18. Detour Signing: This is a lump sum item covering the installation, maintenance and removal of the detour signing. All work, except for the stripping is to be done by the contractor. State forces will preform all necessary stripping, stripe removal and restriping.

CONTIGENT ITEMS

Item No. 1. Slide Removal to be utilized in the event of failure above the excavated section.

Item No. 2. Selected Rock Embankment to be utilized to backfill the area of the slide.

Items No. 3 - 7. Surfacing items required to replace the existing roadbed and as the above items will be required only if there is a failure above the excavation.

It should be emphasized that only a small portion of the area may be excavated at one time and that the rock embankment will be required to be placed immediately behind the excavation to decrease the possibility of failure.

It also should be noted that the firm or preconstruction ground line has been determined by seismic work and drilling. It should be the responsibility of the Resident Engineer to determine if the excavation as shown is in firm material prior to backfilling. Coordination of the contractors efforts is essential to insure a proper timing sequence to prevent excessive delays which could promote failure in the fill material above the section.

All of the work is confined to the existing right of way. There are no utilities involved. No changes of alignment of the existing road are anticipated under this plan.

K. D. Limbocker
Resident Engineer

Form E-363 (Revised)

OREGON STATE HIGHWAY DEPARTMENT

LOCATING ENGINEER'S STATEMENT

Submit 2 Copies With Estimate

Prefix 610-1962-901 Highway Pacific Section Roberts Mountain Slide Correction

Highway Class Primary Date July 16, 1967

Yes	No	N/A*		
			1.	Are the following being submitted?
☒	☐	☐		a. Detail Map (Hard Copy).
☐	☐	☒		b. Small Scale Ownership Map.
☐	☐	☒		c. Abandonment Map.
☐	☐	☒		d. Vicinity Maps (PUC and Structures).
☐	☐	☒		e. RR Encroachment Maps and Cross Sections.
☐	☐	☒		f. Interchange Layout Sheets.
☒	☐	☐		g. Location Profile.
☒	☐	☐		h. Located Line Cross Sections.
☐	☐	☒		i. Mass Diagram.
☒	☐	☐		j. Earthwork and Other Calculations to Support Estimate.
☒	☐	☐		k. Field Notes.
☒	☐	☐		l. Coordinate Sheets.
☐	☐	☒		m. Clearing and Grubbing Chart.
☐	☒	☐		n. Report on Bench Mark Recoveries (Form E-369)
☐	☐	☒		(1) Description of Bench Mark (Form E-185).
☐	☐	☒		(2) Report on Condition of Bench Mark (Form E-186).
☐	☐	☒		o. Photostats of Deeds and Legal Instruments covering Ownerships.
☐	☐	☒		p. Copies of Maps, Plats and other necessary information for the preparation of R/W Descriptions.
☐	☐	☒		q. Property Appraisal and justifications for alternate facilities.
☐	☒	☐		r. Preliminary Soils and Material Report.
☐	☒	☐		s. Statement of Source of Materials and Stockpile Site (Form E-368).
☐	☒	☐		t. Sketch Map of all Proposed Stockpile Sites, Gravel Pits and Quarries, with supporting data for Descriptions.
☐	☐	☒		u. Estimate for Movement of Utilities.
☒	☐	☐		v. Quantity Summary.
☒	☐	☐		w. Cost Estimate.
☒	☐	☐		x. Narrative Report of Survey.
☐	☐	☒	2.	Have all traverses that are required for the preparation of Metes and Bounds Descriptions been closed?
☐	☐	☒	3.	Have all required temporary easements been designated as to area, type and duration?
☒	☐	☐	4.	Have you taken into consideration the mechanics and properties of the various types of soil encountered?
☐	☐	☒	5.	Have samples of the surfacing materials been submitted for test by the Salem laboratory?
☐	☐	☒	6.	Have you investigated drift conditions (snow and sand)?
☒	☐	☐	7.	Are there slide conditions apparent?
☒	☐	☐	8.	Have you been over this project with a Soils representative?
☐	☐	☒	9.	Have you been over this project with a R/W representative?
			10.	Has a typical section of the following been platted on the location profile?
☐	☐	☒		a. Roadbed Grading, with Surfacing.
☐	☐	☒		b. Retaining Walls.
☐	☐	☒		c. Slope Benching.
☐	☐	☒		d. Hand Placed Slopes.
☐	☐	☒		e. Rip Rap Work.
☐	☐	☒		f. Irrigation Ditches.
☒	☐	☐		g. Special Drainage Ditches.
☐	☐	☒		h. Channel Changes.
☐	☐	☒		i. Flumes.
☐	☐	☒		j. Sidewalks, Curbs and Gutters.
☐	☐	☒		k. Tunnel (Drainage).
☐	☐	☐	11.	Is relocation of a scale site necessary?
☐	☒	☐	12.	Does this project involve construction of a frontage road?
☒	☐	☐	13.	Will there be unusual difficulty in handling traffic during construction?
☐	☐	☒	14.	Have all important alignment points been referenced?
☒	☐	☐	15.	Have all location problems been discussed in the Narrative Report of Survey?

* Non Applicable

Signature .....
Locating Engineer

Address P. O. Box 1128., Roseburg, Oregon

RECEIVED
JI MAY 18 1967

FOR UNITED STATES GOVERNMENT

Form DOT-OST (11-63) (Prec. by A.O. 206-10)

Memorandum

I-5-2(29)116

6367

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Bureau of Public Roads
477 Cottage Street NE.
Salem, Oregon 97301

DATE: May 12, 1967

In reply refer to: 08-35-EC/423.32
XRef: 520.8
XRef: I-5-2(29)116

SUBJECT: Interstate Highways. FAI Fund Participation in Costs of Additional Stage Construction on Through Traffic Lane Pavement Structures Constructed Prior to October 1963.

Supplementing our April 4, 1967 memorandum on the above subject, our records have been further reviewed and we find that the pavement design was based on a 1975 design year for the following project:

Project No.	Location	Authorization Date
I-5-2(29)116	Roberts Mountain	November 26, 1963

Accordingly the above project may also be considered in the same category as if the authorization date was prior to October 1963 with the provisions of IM 21-1-67 being applicable. FAI participation in the costs for an additional pavement overlay may be obtained only if a condition examination with representatives of this office establishes a need to provide adequate serviceability performance through the year 1983 in addition to ineligible reconstruction of the existing pavement structure which may be necessary.

5-18-67
REFERRED TO
BY ASST. STATE HWY. ENGR

RECEIVED
MAY 15 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form CO-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
~~U.S. DEPARTMENT OF COMMERCE~~
~~BUREAU OF PUBLIC ROADS~~
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 25, 1967

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-2(29)116
Roberts Mountain Slide

Your December 29, 1966 personal letter to Mr. G. M. Williams requested a delay on the determination of possible corrective action regarding the slide at Station 2953+35 on the subject project. On April 13, 1967 Public Roads representatives met with Mr. Klaboe to discuss possible alternatives.

After further consultation and consideration, please be advised that all necessary work to correct the slide condition, possibly involving both a drainage cut-off ditch and a crib wall or half bridge structure, should be planned and accomplished in the immediate future as a part of the existing project so that it can be closed out.

orig to Morgan
copy to Young
4-27-67

NOTED
F. B. KLABOE

RECEIVED
APR 25 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM S-30 SDH 10-66 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1967

To: Mr. F. D. Morgan
Construction Engineer

B U I L D I N G

Attention: Mr. G. L. Decker

SUBJECT: Roberts Mountain Section
Interstate 5
Fill Subsidence
Sta. 2953+35 Lt.

By letter of August 15, 1966, you requested a determination as to the possible use of cast-in-place cylinder piles to support a fill subsidence on the north slope of Roberts Mountain at Station 2953+35 Lt.

On January 18, 1967, an inspection of the site was made. From visual inspection of the material, I would hesitate to recommend cylinder piles as a retaining wall to support the section adjacent to the shoulder which is subsiding vertically. From information furnished me, I believe the entire area is reaching a point of equilibrium and that the best way of maintaining the guard rail and slight amount of shoulder area which is indicated as being outside the slip plane, would be by backfilling with a river-run gravel or similar material. A minimum berm of six feet outside the guard rail should be maintained with a possible 3:1 slope on the east portion of the backfilling material. At the present time, the guard rail is supported by two longitudinal bearing piling which also support the shoulder area immediately inside the guard rail. I believe by backfilling with gravel as mentioned above, that the condition can be kept under control.

I am retaining for our files, the vicinity map of the slide area together with cross sections prepared by your geologist of this area.

Ivan D. Merchant
Bridge Engineer

IDM:mb
cc: L. R. Chandler

Routing

Morgan	Pease
Decker	Moreloc
Bond	Trout
Barbee	Scott
Walker	Wills
Glenn	Litchfield
Swan	Olson

E

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JAN 31 1967
CONSTRUCTION
DIVISION

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-MAIL

I-5-2(29)116
6247

December 29, 1966

AIRMAIL

Mr. G. M. Williams
Director of Engineering
and Operations
Bureau of Public Roads
1717 "H" Street, N. W.
Washington, D. C. 20235

Dear George:

At our recent meeting in Wichita, Kansas, you asked me to look into a matter that has been hanging fire on Project No. I-5-2(29)116, Roberts Mountain Section, Douglas County, Oregon.

I have had our people make an investigation and they report to me that the area is still unstable and that they feel corrective measures are in order. Slide stabilization in Oregon is strictly a summer job; therefore, I request a delay until more favorable weather, when studies can be made and determinations as to corrective measures can be worked out.

Kindest regards,

Forrest Cooper
State Highway Engineer

FC:fn
cc A. W. Parsons
R. L. Porter
F. B. Klaboe
Victor D. Wolfe - BU

FORM E-30 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 19, 1966

SUBJECT: Assignment No. FBK - 1240
Roberts Mountain Slide

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

Additional information on the Roberts Mountain Slide was requested by the Bureau of Public Roads last summer. A report was submitted by letter of August 15, 1966 (copy attached).

The area was again inspected by John Walker on last Thursday, December 15. At this time, an additional 5 feet of vertical drop was observed with no further horizontal movement towards centerline. The vertical drop has occurred since the beginning of fall rains.

My recommendation at this time would be the same as recommended in the report of August 15, that is, continue periodic loading with the need for any further action to be determined next spring.

F.D. Morgan
Construction Engineer

By G.L. Decker
G.L. Decker
Assistant Construction Engineer

GLD:sg
Attachment
cc: L.R. Chandler

Copies
Recommend delay until next summer.
FBK

RECEIVED
DEC 20 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 5 - 1966

December 5, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. I-5-2(29)116

Dear Sir:

Your September 21, 1965, endorsement noted that contract work on Contract No. 6367, Roberts Mountain Section in Douglas County, Federal-Aid Project No. I-5-2(29)116, was satisfactory. The State Highway Commission authorized acceptance of the contract as of September 23, 1965.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force Order (including the establishment period) by State forces, or others, was completed July 26, 1966.

Contractor's wage certification is dated August 13, 1965.

Attachments are as follows:

Materials Report, FH-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JK:bb

cc: C. H. Malson
F. D. Morgan
R. H. Chase

FORM E-30 50M 7-65 SP-0220-754

6

6474

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 2, 1966

Salem, Oregon

SUBJECT: SPRAGUES, INC.
LABOR VIOLATIONS

To: MEMORANDUM FOR FILE

On November 22, 1966, we received a memorandum from the Bureau of Public Roads relating to a review of our Project File I-5-1(55) Wall Creek-Siskiyou Station Section. The Bureau stated a foreman for Spragues Commercial Landscaping, Inc., an approved sub-contractor on this project, had made complaints of failure to receive overtime compensation for work performed. The Bureau informed us they would not process the final report or final voucher until this matter had been resolved.

We immediately obtained a listing of all projects that Spragues, Inc., had either been the prime contractor or sub-contractor on for the Oregon State Highway Department. Those projects are, as follows:

CONTRACT NO.	FEDERAL PROJECT NO.	JOB DESCRIPTION	PRIME CONTRACTOR	STATUS OF CONTRACT
6474	I-5-6(22)304	South Unit, Minnesota Freeway	Spragues, Inc.	Final
6755	I-5-5(12)283	Wilsonville Safety Rest Area	Warren Northwest	Active
6454	I-5-1(54)106	Wall Creek-Siskiyou Station	Slate Hall	Final
6372	I-ed.-(11)147	Willow Creek-Airport Road	Earl McNutt Co.	Final
6329	I-ed.-(14)139	E.Unit,Arlington Heppner Jct Inter	Rogers Const.	Final
6367	I-5-6(2)116	Roberts Mountain	Slate Hall	Final
6292	I-ed.-(8)145	Heppner Jct. Interchange	Rogers Const.	Final
6360	I-5-1(54)62	Siskiyou Station-Siskiyou Summit	Slate-Hall	Final
6241	I-5-1(40)109	S. Ashland Inter. Wall Creek	Peter Kiewit	Final
6671	I-ed.-(17)157	Airport Road-Irrigon Junction	Spragues, Inc.	Active
6340	I-5-1(--)18	12th Street-N.Ashland Interchange	Spragues, Inc.	Final
6591	I-5-3(36)155	Ahlauf-Elkhead Road	Spragues, Inc.	Final

The Accounting Division has recently completed an audit of Contract No. 6474, South Unit, Minnesota Freeway, for possible overtime violations. This matter is being turned over to the Legal Division for determination as to whether or not violations did occur

On November 30, 1966, a meeting was held with the Bureau of Public Roads to determine what action would be necessary by the State Highway Department to resolve this matter. At this meeting, the Bureau stated they had received a copy of a teletype from Mr. Patterson to John Bond (a copy is attached) notifying them of the complaint made by Mr. Rodney

Culp, foreman for Spragues, Inc., of the overtime violation on the Wall Creek - Siskiyou Station Section job. Mr. Culp stated the underpayment of overtime amounted to something over $4,000.00.

The Bureau was then asked if we would be required to conduct an audit on all of the jobs that Spragues had been associated with. They felt we should audit only the jobs in connection with the complaint.

A review of the certified payrolls submitted by Spragues, Inc., on the above projects were made, and it was mutually agreed that the following jobs would need to be audited:

Contract 6241 - Ashland-Wall Creek
Contract 6454 - WallCreek-Siskiyou Station
Contract 6360 - Siskiyou Station-Siskiyou Station

On December 1, 1966, Mrs. Sprague of Spragues, Inc., was contacted and asked if we could examine her records relating to the above projects that they had been the approved sub-contractor for. She stated we could not examine any records until she obtained legal advice from her attorney to determine if the Highway Department had authority to examine the records. We immediately advised our Legal Division of this situation.

At the present time, we are withholding $10,000.00 on Contract No. 6474, South Unio, Minnesota Freeway, and have stopped all payments to Spragues, Inc., on Contract No. 6071, Airport Road-Irrigon Junction, until this matter is settled.

C. H. Watson
Controller

CHW:ns

cc: R.L. Porter
R.B. Klaboe
G.E. Ronde
L.H. Young
F.D. Morgan
Bureau of Public Roads

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AUG 18 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

6367

August 15, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Roberts Mountain Section
Pacific Highway - Douglas County
Contract No. 6367
FA Project No. I-5-2(29)116
Slide Section, Station 2953+35 on Lt.

ATTENTION: Mr. Paul Riedl

Dear Sir:

You have requested information on extent of investigations and current status of the fill subsidence centered on the left of Station 2953+35 on the subject section.

The latest subsoil investigation consisted of two seismic lines completed the first of this month. Line No. 1 was run normal to centerline at Station 2953+35 and extended for a distance down the slide of some 495 feet to the left of the present centerline. This line shows average velocity material (1,400 ft./sec) to a depth of 30 feet just outside the guard rail which increases to 44 feet at a distance of 490 feet left of centerline.

Line No. 2 was run parallel to centerline just outside the guard rail line and shows the depth of average velocity material to be 30 feet for a distance of 200 feet both north and south of Station 2953+35.

Ten thousand to fifteen thousand feet per second velocity material was found to be underlying the average velocity material. Seismic lines were tied to vertical drill holes put down last year. The firm material at this point was identified as being an extension of the sandstone cut material on the right of 2953+35. Degree of slope is on the order of 8 to 1.

It will be recalled the corrective measures undertaken in 1956 involved a counterweight berm and 2:1 slopes. The slope failed (bulging) in an area about one-half the distance (300 feet) from shoulder line to berm, causing vertical drop at edge of road. Yielding or bulging of the slope has continued in the same general area under constant reloading since 1956. However, the southerly portion of the weak area has stabilized, and the over-all size of failing area has decreased considerably.

The line shift accomplished by Contract No. 6367 has, by shifting the weight imposed by embankment, further reduced the failing area to its present dimensions, 3 feet inside the guard rail line at Station 2953+35 and tapering to the guard rail line 15 feet each side of this point.

The drop at this upper break line is on the order of three feet. No additional settlement has occurred for several months. The subsided shoulder area will periodically be restored by imported material.

Several ideas have been discussed as further corrective measures:

1. Reworking the slide area in the form of benches or, at a chosen spot, remove unstable material to firm and replace with rock.

2. Drive H-piling just outside the guard rail line and connect with timber lagging.

3. Drive H-piling in the form of a bin-wall just outside the guard rail.

4. A viaduct over the failed shoulder area.

5. Cast in place cylinder pile.

Cylinder piles would appear to be the choice. However, the possibility of permanently correcting the slide condition by continued loading of the shoulder appears good. It is proposed this be continued through one more winter, with the need for any further action to be determined next spring.

Very truly yours,

F. D. Morgan
Construction Engineer

By
John A. Bond

(for) G. L. Decker
Assistant Construction Engineer

GLD:fp:bjm

cc: F. B. Klaboe
L. H. Young
I. D. Merchant
L. R. Chandler

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JUN 16 1966

FOR FILING
6-67

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 13, 1966

To: [illegible]
[illegible] Engineer
Salem

SUBJECT: Roberts Mountain Section
Pacific Highway
Contract No. 6367
I-5-2(29)116
Salvage Guard Rail Notes

NOTED
F.B. KLABOE

Attn: [illegible] H. D.

In reply to yours of May 10, 1966, on the above-named subject, I have made a Xerox copy showing the two pages of notes in question side by side in order to conveniently show where the differences occur. The lines have been numbered and the differences in lengths have been tabulated at the right-hand edge of the page.

Lines 1, 2, 8 and 12 show no differences.

Lines 3, 6, 7, 9, 10, 11 and 13 show only minor differences, ranging from ½ foot to 2½ feet. The original notes show distance measurements along the run of guardrail, recorded to the nearest whole foot. The differences shown are the result of adjustment to the nearest whole 12½-foot panel length. It is possible for this difference to be as much as 2½ inches per panel length by using the extreme ends of the slotted bolt holes, and the differences in this case are all well within that limit.

Lines 4, 5, 14 and 15 contain the major differences between the original field notes and the final, typewritten note sheets. These differences will be explained line by line.

[illegible] - 12½ ft.

Salvage of guard rail stopped at station 3010 + 67; original measurements were taken beyond this station. One panel length of this rail (together with that on line 5) was left to be salvaged on another project.

[illegible]: + 75 ft.: - 749 ft.

The additional 75 feet, together with a similar amount on line [illegible] was [illegible] rail at a structure at the northerly end of the project. Resident Engineer H. M. Fillmore advises that it was

[illegible] in order to provide a more uniform appearance to the project. [illegible] no specific mention is made of these two 75-foot runs, Mr. [illegible] entry for October 22, 1964, and Mr. C. T. Christianson's report [illegible] on the project tend to bear out the truth of this statement. A print of both documents is attached. (Mr. Christianson's mention of station 1905 in the middle paragraph of his second page is obviously intended to mean station 2905; there is no station such as 1905 on the project.) No original field notes exist to cover this 75 feet of rail.

The 749 feet on line 5 was beyond the limits of the project on the [illegible] end. It was left in place to be salvaged on the next project. The attached Field Inspection Report, marked "A", shows that this was accomplished on the Roberts Mountain-Myrtle Creek Section, Contract No. 6451.

LINE 14 DIFFERENCE: - 396 ft.

This 396 feet, together with 412 feet on line 15, add up to [illegible], closely approximating the 812.5 feet salvaged in the area on Contract No. 6451, as witnessed by the attached print of Field Inspection Report marked "B".

LINE 15 DIFFERENCE: + 75 ft.; - 412 ft.

The additional 75 feet is at the structure at the north end of the job. See explanation under LINE 5. No original field notes exist to cover this 75 feet of rail.

The 412 foot section was salvaged under Contract No. 6451; see explanation under LINE 14, and attached marked "B".

Unfortunately no attempt was made to revise the notations on the plans [illegible] the salvaging of guard rail. These notations all appear on the "As Constructed" plans exactly as shown on the field construction plans.

Field Note Book No. 5 is returned herewith, together with the original field notes and the triplicate copy of the semi-[illegible] estimate which accompanied your letter. The Resident Engineer's Diaries and the "As Constructed" plans will be returned under separate cover at a later date.

H. H. Patterson
DIVISION OFFICE ENGINEER

cc: [illegible]
[illegible] Young
[illegible] Bockius

RECEIVED
JUN 15 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 15 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 4 - 1966
FOR FILING

[illegible]

[illegible]

[illegible]

RECEIVED
OCT 1 - 1965
FOR FILING

October 1, 1965

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Roberts Mountain Section
Project No. I-5-2(29)116

Dear Sir:

We hereby request that the present Roberts Mountain Section, Project No. I-5-2(29)116, be considered as stage construction so as to permit the programming of a future MI slide correction project to be constructed prior to 1972, if such becomes necessary, because of future movement of a massive fill slide area on the easterly side of the roadway at approximately Station Ln 2954.

The fill slide area at Station Ln 2954 has been active for several years; and, in spite of the fact the design plans of the present project moved the roadways away from the slide area to what was considered to be a safe location, the activity of the slide during the past year of use of the new roadways has encroached into the outer shoulder area of the northbound lanes approximately two feet with a subsidence of approximately four feet. The damage was repaired and there seems to be an indication that the slide area may be stabilizing as the relocation of the roadway did result in an appreciable decrease in the rate of the slide movement as compared with previous years.

Various corrective measures have been tried without success, due apparently to the slip-plane of massive movement being at a considerable distance below the surface, and there is no firm assurance that the massive slide will not reactivate and damage at least the northbound roadway. Permanent correction of such major damage would, in all probability, require shifting the entire facility to a full bench section to the west and would result in the excavation and disposal of thousands of yards of material through the deep cut as well as additional base, surfacing and pavement costs. The cost of the corrective shift in alignment could easily range up to $1,000,000.

In view of the fact the slide area has not become stable and that future movement of the slide mass could cause extensive damage to the facilities, we are reluctant to consider the Roberts Mountain Section as a completed project; and, as stated in the first paragraph, we are requesting that the present facility be considered as stage construction and that a future project providing for correction of slide inflicted damage may be programmed, if necessary, as an FAI project to be constructed prior to 1972.

Very truly yours,

Harvey Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

HHC:in

cc: F. B. Kinkus
F. D. Morgan
R. F. Chase
B. L. Clifford

RECEIVED
SEP 28 1965
FOR FILING

September 27, 1965

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

Hansen and Rowland, Inc.
1330 Puget Sound Bank Building
Tacoma 1, Washington

Gentlemen:

Contract No. 6367 awarded to Slate-Hall for grading and paving the Robert Mountain Section of the Pacific Highway in Douglas County was completed on June 15, 1965, and accepted by the Highway Commission on September 23, 1965.

Final payment in the amount of $33,855.37 will be released to the contractor after October 4, 1965. The total contract amount is $1,164,397.87 including $64,887.32 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fan

cc Slate-Hall
7805 S. W. 40th Avenue
Portland 19, Oregon

Seaboard Surety Company
199 William Street
New York 38, New York

Great American Insurance Company
2030 Ninth Avenue
Seattle, Washington
L. H. Young
C H Maison (Attn: John Herr)

RECEIVED
SEP 23 1965
FOR FILING

I-5-2(29) 116

6367

September 23, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed June 15, 1965, on Contract No. 6367. The contract was with Fred H. Slate Company and was for grading and paving on the Roberts Mountain Section of the Pacific Highway in Douglas County.

As the contractor has completed all work according to specifications, I recommend you accept the project on this date.

This will be presented to you for confirmation at the Commission meeting on September 28.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

RECEIVED
SEP 15 1965

I-5-2(27)116
6364

Salem, Oregon 97310
September 14, 1965

Roberts Mountain Section,
Contract No. 6367

Mr. F. D. Morgan
Construction Engineer
B U I L D I N G

I enclose a copy of the final inspection report made by the Bureau of Public Roads on this project. On the second page of this report, the Bureau of Public Roads District Engineer suggests that the State consider the possibility of stage construction and the programming of a future FAI slide correction project.

Please take whatever steps are necessary to assure that we will get Interstate financing for any slide problem that develops between now and 1972.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

Enclosure

cc: Mr. L. H. Young

STATE COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 13, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that remedial work performed by the contractor and our State Forces was completed on August 12, 1965, on Contract No. 6367, Roberts Mountain Section, in Douglas County, in connection with Federal-Aid Project No. I-5-2(29)116.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Date: _____

Bureau of Public Roads
Oregon Division Office Endorsement

Conditions noted on above date:

VG:ds
cc: H. S. Cox

A. W. Parsons
Division Engineer

See second page

RECEIVED
SEP 8 1965
OFFICE OF
STATE HIGHWAY ENGINEER

The work contemplated under this project is satisfactorily completed. However, a fill slide at Sta Ln 2954, which has been in existence for several years, encroached into the right shoulder area about 2 feet and resulted in about 4 feet of subsidence along approximately 50 feet of the shoulder. This has now been repaired and there is reason to hope that the massive slide area is stabilizing and may not require costly remedial work. There is no assurance, however, that another major movement in the slide area will not occur and inflict damage to the northbound lanes of the facility within a relatively short time. Past corrective measures accomplished in the slide area have not tended to stabilize the area as the slip-plane is apparently too deep-seated to be reached with a reasonable amount of work. It appears that any permanent restoration of the facility, in case a future slide damages it, would require shifting the roadways westerly into a deep cut in order to obtain a full bench section. The cost of such a shift could easily range up to $1,000,000. For this reason, it is suggested that the State may wish to fully explore the possibility of considering the present project as stage construction and programming a future FAI slide correction project to be constructed prior to 1972, if such becomes necessary.

A. W. Parsons
Division Engineer

APPROVED: DATE 9/7/65
[illegible] Engineer
[illegible] Bureau of Public Roads
By [illegible] Water [illegible]

STATE HIGHWAY ENGINEER

Form P-736-66x

RECEIVED
JUL - 1965
FOR FILING
I 5-2(29)116

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUL 27 1965
Title
U.S. Bureau of Public Roads

Project Name Roberts Mountain Date July 26, 19 65

Highway Pacific Contract No. 6367

County Douglas Prefix 610-1093

Contractor Slate-Hall F. A. Project No. I-5-2(29)116

Address 7005 S. W. 40th Ave. Portland 19, Oregon Order No. 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Furnish and place shot rock in shoulder drop off on North slope on the left side of the northbound lanes

Location by station numbers:

Station 2953 Left

Estimate of quantities and cost:

Equipment	$750.00
Materials	500.00
Labor	750.00
Total Cost	$2,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Shoulder area to be brought back up to grade to reestablish shoulder grade and guard rail. Material must be obrained from off the project and can best be accomplished on an Extra Work basis. To be done according to project specifications. Work has not begun.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$1,380,843.56	
Present estimate of project cost, including $2000.00 for work under this order	$1,295,877.17	
Expected under-run / over-run amount	$84,966.39	
Expected under-run / over-run per cent	-6.2%	

Submitted by /s/ H.M. Fillmore
Resident Engineer

Approval Recommended: /s/ John A. Bond
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. R. Chandler
Division Engineer

Approved /s/L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

Young 8-11-65

FORM E-1 (REV 12-64) Report No. 83

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION [illegible] Roberts Mountain	WEEK ENDING July 2, 1965	
	SECTION PREFIX 610-1.093	
HIGHWAY Pacific	COUNTY Douglas	
NAME OF JOB Roberts Mountain Section	KIND OF WORK Grading & Paving	
CONTRACTOR Slate - Hall	CONTRACT NUMBER 6367	FEDERAL AID PROJECT NUMBER I-5-2(29)136
DATE OF CONTRACT Dec. 10, 1963	DATE WORK STARTED Jan. 13, 1964	ESTIMATED COMPLETION DATE XXXXXXXXXXX
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN SUPERVISION	SPECIFIED WORK DAYS 170	WORK DAYS USED 169
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED 99.4%
PROJECT AUTHORIZATION. $ 1,380,843.56		Project Completed
EXCLUSIVE OF ENGINEERING $ 1,282,650.24	ENGINEERING AUTHORIZATION $ 98,193.32	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING $ 1,195,683.85	ENGINEERING COST TO DATE $ 91,002.52	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION
ESTIMATED PERCENT XXXXXX UNDERRUN -6.8 %	PERCENT OF AUTHORIZATION 92.7 %	DATE PROJECT WAS COMPLETED: June 15,1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
100%	100%	100%	100%	100%	100%		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	[illegible]	[illegible]			[illegible]
MILES PARTIALLY COMPLETED	[illegible]	[illegible]			[illegible]
MILES COMPLETED	[illegible]	[illegible]			[illegible]
TOTAL ESTIMATED QUANTITIES (CONTRACT)	[illegible] CY	[illegible] Ton			[illegible]
TOTAL QUANTITIES CORRECTED TO DATE	960,884	53,481			25,030
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	960,884	53,481			25,030
AVERAGE DAILY QUANTITIES	0	0			0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	Completed	Completed			Completed
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	None							
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Fair			
MONDAY	Fair			Project Completed
TUESDAY	Fair-Thunder shw'rs Late P.M.			
WEDNESDAY	Fair			
THURSDAY	Fair			
FRIDAY	Fair			
SATURDAY				

NOTED
F. B. KLABOE

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	No Activity.
MONDAY	Semi - Final completed & submitted to Division Office. No other activity.
TUESDAY	No activity.
WEDNESDAY	No activity.
THURSDAY	No activity.
FRIDAY	No activity.
SATURDAY	No activity.

REMARKS

Project completed June 15, 1965 except for State Force Order work.
Semi-final submitted to Division Office June 28, 1965.
This will be the final weekly report.

SIGNED H M Fellmer LOCATION Canyonville, Ore.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP°F216

FORM S-1202 REV 5-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

I-5-2(29)116
6367

June 17, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 15, 1965, on Contract No. 6367, Roberts Mountain Section, in Douglas County, in connection with Federal-Aid Project No. I-5-2(29)116.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

REFERRED TO
L. H. Young
Dy. Asst. State Hwy. Engr.
NOTED 7-22-65
F. B. KLABOE

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 7-13-65

Conditions noted on above date:

Acceptance is withheld pending completion of overlay to be performed by State maintenance forces and for a review and decision for repairing the Slide left of station 2955.

A. W. Parsons
Division Engineer

By:
M. E. Martin
M. E. Martin
District Engineer

PVR/

RECEIVED
JUL 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1 - 1965
FOR FILING

Form CD-121
(Rev. Mar. 1952)
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

TO: Mr. Norman C. Cooper, State Highway Engineer
Salem, Oregon

DATE: April 30, 1965

In reply refer to: 08-35.4-3B

FROM: R. H. Fredonk, Division Engineer
Salem, Oregon

By: M. D. Martin
District Engineer

SUBJECT: Roberts Mountain Section of Pacific Highway
Oregon Project I-5-1(25)116
State Force Order No. 6

Reference is made to your letter dated April 21, 1965 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the contractor's work progresses and necessarily [illegible] in order to remove excessive subsurface drainage and thereby prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

A signed copy of the order is returned herewith.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-103-2M

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 6

Project Name Holcomb Mountain Section Date April 25, 1945

Highway Pacific Contract No. 6367 F. A. Project No. I-5-2(29)116

County Douglas Parfix 610-1393 Account No. 030 - 5

Description of Work To Be Done:

Furnish & Install Horizontal Drains

Location by Station Numbers:

Throughout project Station 2905 - 3010

Particularly Summit Cut Right Side - Sta. 2950 - 2970

Estimate of Quantities and Costs:

Labor	$ 2,000.00
Equipment	2,000.00
Materials	1,000.00
Total	$ 5,000.00

Explanation:

State forces equipped and experienced for this work and can therefore perform the work more efficiently and at less cost. No funds for this work was allotted in Original Authorization.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$1,380,843.56
Present estimate of project cost, including $5,000.00 for work under this order	$1,285,381.26
Expected under-run (amount)	$ 95,462.30
Expected under-run (per cent)	6.9%

Space to right of this line is for use of Salem Office

Submitted by: /s/ H. M. Fillmore, Resident Engineer

Approval Recommended: /s/ F. D. Morgan, Construction Engineer or Bridge Engineer

/s/ John Quiner II

Approval Recommended: Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
MAR 31 1965
ENGINEERING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 25, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Asphalt Concrete Pavement
Roberts Mountain Section
Pacific Highway
Contract No. 6367

Attention: Mr. Paul Riedl

Dear Sir:

As per your request and for your records, following is a brief outline of the asphalt concrete pavement problem as it now exists.

As you know, a complete investigation of the existing A.C. was made on the subject section and this was followed by a discussion of the other problems at your office with Messrs. Parsons, Martin, Riedl and Walker attending. As discussed, the existing A.C. which was placed last fall has shown quite a little distress from spalling which was attributed to several things including lack of enough asphalt and late season paving.

As discussed at that time, it was the opinion that the Bureau of Public Roads could not accept the project with the asphalt pavement in its existing condition. It was also agreed on at that time that if the present condition could be rectified by patching out the distressed areas and a follow-up seal of the entire surface, the project would be acceptable. The cost of the patching and seal would have to be borne by the State.

Following the conversation, the Division instigated a work order to allow the State paving crews to do the required patching and sealing work. This work order has been approved and will be done as soon as weather is suitable to accomplish a good job.

Also discussed was the slide condition at the fills and the summit cuts. The Division is now working up plans and estimates to alleviate this situation. It is expected this will probably be done by a State Force Order with the contractor doing the work.

Very truly yours,

RECEIVED
APR 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

JHW:fp
cc L. P. Shaw
L. H. Young
L. R. Chandler

RECEIVED
MAR 30 1965
FOR FILING

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

March 19, 1965

Original signed by
M. E. Martin
Dist. Engineer

08-35.4-DB

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

Roberts Mountain Section, Pacific Highway
Oregon Project No. I-5-2(29)11
State Force Order No. 4

Reference is made to your letter dated March 17, 1965 concerning subject order.

We are approving the use of State forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. It is necessary to perform this work as soon as possible in order to prevent further plugging of the culverts during the remaining rainy season; and as the contractor is shut down for the winter with no equipment available for the work, it is more economical for the State maintenance forces to perform this work.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

NOTED
LLOYD P. SHAW

Original To Young
with Attach
3-30-65

RECEIVED
MAR 18 1965
FOR FILING

6367

March 17, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 4, Account 233, covering installation of concrete culvert cribbing on the Roberts Mountain Section of the Pacific Highway in Douglas County, Contract No. 6367 in connection with Federal-Aid Project No. I-5-2(29)116.

Three culverts under the existing roadway were extended under this contract. Due to the deep fill location, the inlets were subject to plugging from rock and debris during the past winter.

The contractor's bid to furnish and install concrete cribbing at the inlets was $1,730.00. The State is equipped to do this work and the cost savings is in the public interest.

The State Force order has been verbally approved by both the B.P.R. Area and District Engineers, effective March 16, 1965.

Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

VG:cr
Encl.

Form 2-388—5M

FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Contingent upon modification of project [illegible] additional funds are req
Date MAR 15 1965 M E Martin
Fed. Engineer
U.S. Bureau of Public Roads

6367

Project Name Roberts Mountain Date March 10, 1965

Highway Pacific Contract No. 6367

County Douglas Prefix 610-1093

Contractor Slate-Hall F. A. Project No. I-5-2(29)116

Address 7805 S. W. 40th Ave. Portland 19, Oregon Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove slide material back to original slope and reshape slopes from 2nd Bench to ditch line. Remove approximately 20,000 cubic yards slide material from top of cut to 2nd bench and 5,000 cubic yards for reshaping slopes from roadbed to 2nd bench.

LLOYD P. SHAW

Location by station numbers:

2958 to 2964 Right Side

Estimate of quantities and cost:

Approximately 25,000 Cubic Yards

Equipment	10,000.00
Material	500.00
Labor	4,500.00
Total	15,000.00

K

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Quantity and position of material to be removed does not lend itself to normal excavation at bid prices. Work to be done at direction of the engineer and will be done according to normal State practices and specifications. Work has not begun.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$1380,843.56
Present estimate of project cost, including $15,000.00 for work under this order	$1346,789.31
Expected under-run amount	$ 34,054.25
Expected under-run per cent	-2.47%

Space to right of this line is for use of Salem Office

Submitted by: /s/ H. M. Fillmore
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer or Assistant State Highway Engineer

State Printing. Copy To Young 4-1-65

WALTER W. SPRAGUE, President
JAMES T. HOLTZ, Vice-President
E. FERN SPRAGUE, Secretary-Treasurer

Sprague's INCORPORATED

P. O. BOX 458 • LYNNWOOD, WASHINGTON • PROSPECT 6-0113

Commercial Landscaping

S/141, 143/660
March 1, 1965

Mr. Joe Babington
Brownsville, Oregon

Re: Contract No. 6367 - Slate-Hall
Roberts Mountain Section

Contract No. 6372 - Earl L. McNutt Company
Willow Creek - Airport Road Section

Dear Mr. Babington:

Reference is made to your letter to the Oregon Highway Department regarding straw mulch supplied by you for the two referenced projects.

Regarding the alleged balance due you for 10 tons of straw in excess of our purchase order on the Slate-Hall, Roberts Mountain Job, we wish to state that we did not order this amount and we were not able to use it. As we previously advised, this amount is remaining at the job site and could be picked up or sold. We have enclosed a copy of a letter from the Resident Engineer on the project advising that a Mrs. Dean Powell is interested in purchasing 40 to 50 bales of this mulch. Possibly if you contact Mrs. Powell, you may be able to sell this mulch.

Regarding the Willow Creek Job, we ordered 100 tons of straw and did not order 3 tons verbally. We have not done the mulching on this project and have not received any payment for material on hand, although we have made payment to you in the amount of $1,000.00. The invoice has been submitted to the State of Oregon for payment and just as soon as we receive our money, we will make final payment to you in the amount of $1,500.00 for the 100 tons ordered.

Very truly yours,

SPRAGUES' INCORPORATED

E. Fern Sprague
Secretary-Treasurer

EFS:pk

cc: Slate-Hall
Earl L. McNutt Company
State of Oregon ✓

NOTED
C. W. HEAD

FORM E-80X—50M—7-64 SP*6230-734

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1965

To: MEMO TO THE FILES

SUBJECT: Discussion with BPR Personnel regarding Existing Asphalt Concrete Pavement
Roberts Mountain Section
Pacific Highway
Contract No. 6367

A meeting was held with A. W. Parsons, Marv Martin, Paul Riedl, all of the Bureau of Public Roads, and the writer on February 23, 1965, to discuss the problem of the top lift of asphaltic concrete on the subject project. The top lift of asphaltic concrete on this project has spalled to quite an extent probably due to a lack of a sufficient amount of asphalt and late season paving. See full report of February 17, 1965.

After complete discussion of all phases and examination of data accompanying the report, it was the opinion of the Bureau personnel that they would not accept the project in its present condition in regard to the asphaltic concrete. They agreed that if the present condition could be rectified by the recommended patching and seal coat it would be acceptable.

However, they also agreed that the cost of the patching and seal coat would have to be borne by the State.

Also discussed was the settlements of fills and the problem of the breaking out of the cut slopes at the summit cut. It was believed an extra work order would be necessary to correct this situation. It is my understanding Federal participation would be allowed for this work.

LOYD P. SHAW

John H. Walker
Assistant Construction Engineer

JHW:bjm

3/12/65
Note : Division III has sent in Work Order to patch and seal A.C. They are working up the data for the cut and fill problem and will submit it soon.
JHW

FORM E-30 50M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 17, 1965

To:

Mr. F. D. Morgan
Construction Engineer
O F F I C E

SUBJECT: Report on Existing A.C. Surface
Roberts Mountain Section
Pacific Highway
Contract No. 6367

A complete inspection, examination of records and numerous discussions with involved personnel has been made regarding the paving of the Roberts Mountain Section of the Pacific Highway, Contract No. 6367. This inspection started shortly after the completion of the paving and has continued to this date.

The top lift of the Asphaltic Concrete pavement began showing raveling and signs of distress shortly after it was placed. This situation progressed with increasing raveling and some potting out.

On December 15, 1964, O. A. White and F. Brown from the Laboratory, L. W. Rulien, H. M. Fillmore and Wm. Beal of Division III, M. D. Glenn and J.H. Walker of the Construction Division made a field inspection, checked records and held a discussion regarding the raveling of the top lift of the A.C. Following this, a series of 6-inch cores were cut and submitted to the Central Laboratory for testing of asphalt content and gradation of the aggregates.

On February 11, 1965, F. Brown of the Laboratory, L. W. Rulien, Assistant Division Engineer, and J. H. Walker, Assistant Construction Engineer, again inspected the project, checked records and fully discussed the problem.

The condition of the section showed that raveling had continued and was more predominate than on the previous inspection, but its rate was decreasing. As of this date, the entire section shows raveling to some degree. Some of the worst areas have been temporarily patched.

As previously reported, it is the opinion that a series of events occurred to cause this situation. The lateness of the season coupled with rain to increase the moisture content of the aggregates along with the desire to complete the section as soon as possible no doubt contributed to the resulting raveling in an indirect manner. The result of investigation, regarding any adverse acts or uncooperative action by the contractor, did not disclose any area of faulty workmanship or procedures on his part.

A check on the field testing results shows general conformance to the design mix as set up for the project. In a few cases the asphalt content was slightly low but for the most part was within reason.

A check on production rate for the total days run was considered slightly high for that plant and the weather conditions involved. There was no data shown for peak production periods. There was no question but what the aggregates were damp. A check on laydown and rolling did not disclose any abnormal conditions. Central Laboratory reports during the progress of the project show moisture content in the mix to be 0.79% on the Class "B" mix sample submitted. One report also shows a 1.05% moisture on the 1-1/2" bituminous base mix.

Core samples taken after the project was completed and tested at the Central Laboratory disclose some 13 out of 23 cores with low asphalt content varying from 4.5% to a low of 3.1%.

Analyzing the above data, the following conclusions are indicated:

1. The probable main factor contributing to the raveling is a low asphalt content of the mix.

2. An abnormal moisture content probably was detrimental.

3. Inadequate drying of aggregates is indicated as shown by moisture tests.

4. Possible high production rates may have been a factor which allowed less drying time.

5. Inspectors at the plant did not realize that abnormal moisture was in the mix and did not take appropriate action in slowing down the plant to allow more drying time and also increase the amount of asphalt to its design mix specification.

6. Late season paving which allows no warm weather curing period is an added detrimental factor.

7. Probability of all personnel concerned wishing to complete the paving as soon as possible has to be considered.

Regarding factor #5 as listed above, it should be explained that the field asphalt extraction test is based on the weight of the sample prior to removal of the asphalt as against the weight of the dry aggregate after the extraction process. The difference in the two weights is presumed to be the asphalt content. However, this assumption is incorrect as this weight difference also includes any weight of moisture. In this instance, the moisture content was in excess of that ordinarily encountered and the extraction test did not show the correct moisture content.

The above factors are believed to be the cause of ravling of the top lift of pavement on this project.

Attached are Laboratory reports and a folder of pictures showing the condition of the pavement at the test core holes.

RECOMMENDATIONS FOR CORRECTION:

There is no question but what corrective action will be necessary. I have discussed the situation briefly with Mr. Paul Riedl, Area Engineer of the Bureau of Public Roads, and it has been indicated that the Bureau will not accept the project due to the pavement conditions.

This project as set up in its plans shows in the typical section a future 1-1/2 inch A.C. overlay. This is intended to be placed several years hence when all settlement is out of the roadway. There is no question but that an overlay would solve our present situation; however, it was observed, when making the investigation of the present pavement, that settlements of slips were now occurring in at least two areas which have affected the pavement. More may occur.

Therefore, I would recommend at this time that a State work order be approved which would allow our State paving crew to patch out all affected areas and then place a seal over the entire project to supplement the asphalt content. It is believed this would bring the roadway to a neat, satisfactory condition which would hold for several years and allow for the settlements to consolidate.

Our State Paving Crew Superintendent has examined this project and has assured us that the work can satisfactorily be accomplished and has estimated a cost of approximately $18,000. An overlay has been estimated at approximately $50,000.

The status of the project at present shows an anticipated 4-1/2 per cent underrun or approximately $62,000 underrun.

Paul Riedl, Area Engineer for the Bureau of Public Roads, has suggested that we meet with himself, M. E. Martin, District Engineer, and A. W. Parsons, Division Engineer, to go over all the details of this problem and see what can be done.

John H. Walker
Assistant Construction Engineer

JHW:fp
Attachments

RECEIVED
FEB 17 1965

6367

February 16, 1965

Mr. Joe Babington
P. O. Box 65
Brownsville, Oregon 97327

Dear Mr. Babington:

This is in reply to your recent letter informing us that Spragues, Inc. owes you for material in the amount of $170.00 furnished on the Roberts Mt. project south of Roseburg, also, an amount of $1,575.00 for material furnished on the Willow Creek-Airport Road Section.

From the descriptions given in your letter this appears to be in reference to the following projects:

Contract No. 6367, Slate-Hall, for grading and paving on the Roberts Mountain section of the Pacific Highway in Douglas County.
Sureties: Great American Insurance Company and Seaboard Surety Company
Agents: Wells-Reed-Wood-West Co., and Hansen and Rowland, Inc.
Project approximately 91% complete as of February 5, 1965.

Contract No. 6372, Earl L. McNutt Company, for grading, paving, structures and signing on the Willow Creek-Airport Road Section of the Columbia River Highway in Morrow County.
Surety: United Pacific Insurance Company
Agent: Mansfield and Company
Project approximately 63% complete as of February 5, 1965.

The above sureties furnished the performance bonds on these contracts which is given to assure completion of the contracts and payments of all bills incurred in them. The State does not make payment of claims but look to the prime contractors and sureties for such payments.

NOTED ON CARD

If you wish to protect your claims under the bonds, they should be filed with the Secretary of State within six months after the contracts have been accepted by the State Highway Commission. Attached are excerpts from Oregon Law outlining the filing procedures.

This information is being noted in our records and we will advise the sureties and the contractors of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf
Attachments
cc: Slate-Hall
7605 S. W. 40th Avenue
Portland 19, Oregon

Great American Insurance Co.
Pacific N.W. Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

Seaboard Surety Company
100 William Street
New York 38, New York

Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Earl L. McNutt Company
351½ E. Broadway
Eugene, Oregon

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Mansfield & Company
1975 S. W. 5th Avenue
Portland 1, Oregon

Mr. Jackson
Mr. Simpson

Mr. Joe Babington
P.O. Box 65
Brownsville, Ore. 97327

Oregon State Highway Commission
Dept. of Construction & Landscaping
Salem, Ore. 97310

Dear Sir:

The following is a short history of material supplied, by me, to Sprgues, Inc. for mulching on Roberts Mt., South of Roseburg- State Hall Contractors and Willow Creek Airport Road Section, McNutt, Contractor, Columbia River Highway.

Roberts Mt. job 100 tons by purchase order at $17.00 per ton and 10 tons by verbal order by Mr. Jay McDowell $1,700.00 has been paid. Balance $170.00.

#6372
=91%

Willow Creek job 100 tons by purchase order and 3 tons by verbal order by Mr. Jay McDowell all at $25.00 per ton. $1,000.00 has been paid. Willow Creek job finished and estimate sent in previous to Nov. 10, 1964. Balance $1,575.00.

#6372
=83%

After so much time has gone by I would appreciate it very much if there were some action you could or would take to insure and rush my payment for these jobs. Total Balance $1,745.00.

Please keep me informed as to any action you may take.

Spragues claim they have not been paid as yet.

Thanking you in advance, I remain,

Very respectfully yours,

Joe Babington

JB:jdb

NOTED
C. W. HEAD

RECEIVED
DEC 17 1964
FOR FILING

December 16, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2 - Supplemental, Account No. 27A for the removal of electrical service on the Roberts Mountain Section of the Pacific Highway in Douglas County, Contract 6307 in connection with Federal-Aid Project No. I-5-2(29)116.

The original order approved by the B.P.R. October 30, 1964, covered providing power for the flashing beacon. This supplemental order is to cover the cost to disconnect the power when the temporary connection is eliminated. The work is to be done by Pacific Power and Light Co.

The amount of this supplemental order is $56.00 with Federal participation of $50.40.

Your approval of the order as of December 15, 1964 under the provisions of PPM 21-6.3 with reimbursement to be made on actual cost basis.

This work was verbally recommended for approval by the B.P.R. Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHYjw

Enc.

RECEIVED
NOV 23 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project [illegible] National funds [illegible]
Date OCT 30 1964 W E Martin
[illegible] Engineer
U.S. Bureau of Public Roads

Order No. 2

Project Name Roberts Mountain Section Date October 26, 1964

Highway Pacific Contract No. 6367 F. A. Project No. I-5-2(29)116

County Douglas Prefix 610-1093 Account No. 274

Description of Work To Be Done:

Furnish material and labor for power for flashing beacon from nearest power source to pole erected under the contract at the nearest point on the right of way line. Consists of the installation of an intermediate pole and 2 spans of wiring.

Location by Station Numbers:

Approx. Station 3006 right side.

Estimate of Quantities and Costs:

Pacific Power and Light estimate of $175.00.

NOTE: Payment for power supplied to this facility will be the responsibility of the State Hwy. Dept.

Explanation:

Flashing beacon constructed as part of the temporary connection to the existing two-way highway south requires power from nearest source to the right of way line where a pole has been set. Approximate period of use is one year.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$1,380,843.56
Present estimate of project cost, including $175 for work under this order	$1,329,865.20
Expected under-run / ~~over-run~~ (amount)	$50,978.36
Expected under-run / ~~over-run~~ (per cent)	3.7%

Space to right of this line is for use of Salem Office

Submitted by: /s/ H. V. Fillmore, Resident Engineer

Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ L. W. Rulien, Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, ~~Assistant State Highway Engineer~~ or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

Copy To Young 11-23-64

RECEIVED
AUG 11 1964
FOR FILING

August 10, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4, covering slide correction on the Roberts Mountain Section of the Pacific Highway in Douglas County, Contract No. 6347 in connection with Federal-Aid Project No. I-5-2(29)116.

Clearing, pioneering and breakdown of slide areas to make removal by normal earth moving equipment is necessary. The slide removal will be done at contract bid prices.

This work was verbally approved by the BPR District Engineer August 3, 1964, and the field authorized to proceed. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:kc

RECEIVED
JUL 29 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement for additional funds are required.
Date JUL 2 1964
M E Martin
Dep Supt Engr
U.S. Bureau of Public Roads

Project Name Roberts Mountain Date July 16, 1964.

Highway 1-5 (Pacific) Contract No. 6367

County Douglas Prefix 610-1093

Contractor Slate-Hall F. A. Project No. I-5-2(29)116

Address 7805 S.W. 40th Ave., Portland 19, Oregon Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Concrete joints of old 48-inch C.M.P. to prevent water from soaking into fill.

Location by station numbers:

2981+00

Estimate of quantities and cost:

Labor	$150.00
Material	75.00
Equipment	75.00
Total	$300.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Old 48-inch corrugated metal pipe show joint separations which is allowing drainage water to soak into fill. Pipe is under 60-foot of existing fill making renewal a last resort. Work to be done as directed Resident Engineer. To be on Force Account basis as exact quantities & work involved unknown. Provisions for this work not included in Original authorization. Work has not started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$1,380,843.56
Present estimate of project cost, including $300.00 for work under this order	$1,300,246.61
Expected under-run ~~over-run~~ amount	$80,596.95
Expected under-run ~~over-run~~ per cent	-5.84%

Space to right of this line is for use of Salem Office

Submitted by: /s/ H. M. Fillmore, Resident Engineer

Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ L. W. Rulien, Division Engineer

Approved /s/ L. H. Young, ~~Deputy~~ State Highway Engineer ~~Assistant State Highway Engineer~~ Office Engineer.

State Printing original copy to Young 7-29-64

RECEIVED
MAY 21 1964
FOR FILING

NOTED
STATE COPY LLOYD P. SHAW

APPROVED
Contingent upon concurrence of proposed [illegible] with provisions of Federal-Aid Highway Act of 1962.
Date MAY 1 1964 WE Martin
Division Engineer
U.S. Bureau of Public Roads

Form E-203—6M

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Roberts Mountain — Date April 30, 1964

Highway Pacific — Contract No. 6367

County Douglas — Prefix 610-1093

Contractor Slate-Hall — F. A. Project No. I-5-2(29)116

Address 7805 S.W. 40th Ave., Portland 19, Oregon — Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Slide Correction, clearing, Removal of Material, Sloping.

Location by station numbers:

Throughout project. Sta. 2905+00 - 3006+31
Particularly Sta.2950 - 2955 Left. Sta. 2965 - 2975 Left and other areas that may occur at later date.

Estimate of quantities and cost:

Equipment - - - - -	$24,000.00
Labor - - - - - - -	5,000.00
Material - - - - -	1,000.00
Total	$30,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Work to be done as directed by Resident Engineer and in compliance with the Special Provisions for the Project and the Standard Specifications for Highway Construction (issue May, 1954). To be on Force Account basis as exact quantities and work involved unknown. Provisions for this work included in original authorization. Work has not started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$1,380,843.56
Present estimate of project cost, including $ 30,000.00 for work under this order	$1,295,213.09
Expected ~~over-run~~ under-run amount	$ 85,630.47
Expected ~~over-run~~ under-run per cent	6.2%

Space to right of this line is for use of Salem Office

Submitted by: /s/ H. M. Fillmore — Resident Engineer

Approval Recommended: /s/ L. W. Rulien — Division Engineer

Approval Recommended: /s/ G. L. Decker — Asst. Construction Engineer or Bridge Engineer

Approved /s/ L. H. Young — ~~Deputy State Highway Engineer~~ ~~Assistant State Highway Engineer~~ or Office Engineer.

State Printing

original To Young 5-21-64

NOTED
LLOYD P. SHAW

RECEIVED
APR 16 1964
FOR FILING

March 30, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of revised project agreement estimate for the Roberts Mountain Section, Project No. I-5-2(29)116.

The estimate has been revised to eliminate the work by the Pacific Northwest Bell Telephone Company, which was retained in P.S. and E. status. This work will be claimed under the Roberts Mountain-Myrtle Creek Section, Project No. I-5-2(32)109.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RHC:bb

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(29)116

ROBERTS MOUNTAIN SECTION OF THE

PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Revised project agreement estimate. Based on low bid prices. Not as a basis for modification of project agreement.)

Salem, Oregon, March 30, 1964

Type Code 6201
Roadway (Sta. 2905+00 to Sta. 3006+31.13) (Contract 6367)

Clearing and Grubbing	All Req.		$ 75,000.00
Drainage Excavation, Unclass.	3,230 cu.yd.	$ 3.00	9,690.00
Embankment Foundation Excav., Unclassified	18,500 cu.yd.	1.00	18,500.00
General Excavation, Unclass.	972,800 cu.yd.	0.50	486,400.00
Short Overhaul	4,887,000 yd.sta.	0.005	24,435.00
Long Overhaul	153,000 C-yd.sta.	0.35	53,550.00
Selected Granular Backfill in Place	18,500 cu.yd.	2.00	37,000.00
Step Terracing for Embankment Stabilization	11 acre	500.00	5,500.00
Finishing Roadbed and Slopes	All Req.		15,000.00
Rounding Cutbanks	5,160 lin.ft.	0.20	1,032.00
Seeding	46 acre	150.00	6,900.00
Mulching	46 acre	225.00	10,350.00
Grass Seed, Creeping Red Fescue	500 lb.	0.90	450.00
Grass Seed, Chewings Fescue	350 lb.	0.90	315.00
Grass Seed, Perennial Ryegrass	130 lb.	0.90	117.00
Grass Seed, Newport Bluegrass	230 lb.	0.90	207.00
Dutch White Clover	130 lb.	0.90	117.00
Inorganic Fertilizer, 10-16-8	180 cwt.	7.00	1,260.00
18-inch Concrete Pipe	15 lin.ft.	5.00	75.00
24-inch Concrete Pipe	45 lin.ft.	7.50	337.50
12-inch Corrugated Metal Pipe	860 lin.ft.	3.25	2,795.00
18-inch Corrugated Metal Pipe	1,050 lin.ft.	5.10	5,355.00
24-inch Corrugated Metal Pipe	20 lin.ft.	6.75	135.00
48-inch Corrugated Metal Pipe	125 lin.ft.	25.00	3,125.00
Extra for Pipe Under Pavement	60 lin.ft.	10.00	600.00
8-inch Metal Drain Pipe	150 lin.ft.	2.50	375.00
8-inch Perforated Metal Drain Pipe	4,500 lin.ft.	2.50	11,250.00
6-inch Perforated Drain Pipe	2,400 lin.ft.	2.25	5,400.00
Special Backfill in Drains	700 cu.yd.	7.00	4,900.00
18-inch Culvert End Sections	5 only	50.00	250.00
Salvage and Reinstall Culvert Pipe	45 lin.ft.	5.00	225.00
1-inch Electrical Conduit	45 lin.ft.	3.00	135.00
Concrete Inlets, Type G	4 only	155.00	620.00
Class "A" Concrete	38 cu.yd.	115.00	4,370.00
Metal Reinforcement	6,300 lb.	0.14	882.00

Concrete End Pieces	1 only	$ 250.00	$ 250.00
Asphaltic Concrete Curbs	3,400 lin.ft.	0.65	2,210.00
Asphaltic Concrete Traffic Markers, Type L	460 lin.ft.	1.10	506.00
Metal Guard Rail	10,500 lin.ft.	2.35	24,675.00
Metal Median Barrier	11,000 lin.ft.	3.50	38,500.00
Rail End Pieces	20 only	4.75	95.00
Guard Rail Blocks	90 only	4.20	378.00
Salvage and Stockpile Guard Rail	11,300 lin.ft.	0.85	9,605.00
Guide Posts, W-1	60 only	7.25	435.00
Type 2 Fence	460 rod	8.25	3,795.00
Coarse Crushed Material in Base	46,800 ton	1.35	63,180.00
3/4" - 0 Material in Base	6,700 ton	1.90	12,730.00
Sprinkling	1,850 M-gal.	2.50	4,625.00
Plant-Mix Bituminous Base	7,700 ton	4.25	32,725.00
Asphalt in Bituminous Base	310 ton	35.00	10,850.00
Asphaltic Concrete Mixture	19,400 ton	4.35	84,390.00
Asphalt in Mixture	1,070 ton	35.00	37,450.00
RS-2 Asphalt	5 ton	73.00	365.00
Vertical Alternate Flashing Beacon	1 only	1,500.00	1,500.00
			$1,114,916.50
Flagging (57½% of Contractor's Cost)	All Req.		$ 7,500.00
Slide Correction	All Req.		100,000.00
			$ 107,500.00
	Subtotal		$1,222,416.50
	10% Engr. & Cont.		122,241.50
	Total		$1,344,658.00

Length of Roadway - - - - - - - 1.898 Miles
Cost of Roadway Per Mile- - - $708,460.48

Federal Funds - - - - - - -

RECEIVED
FEB 20 1964
FOR FILING

February 19, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 274, covering the revision of construction identification signs on the Roberts Mountain Section of the Pacific Highway in Douglas County, Contract No. 4767 in connection with Federal-Aid Project No. I-5-2(23)116. This revision is required to conform to standards set up by the Bureau of Public Roads PM-20-1-64, dated January 9, 1964.

The contractor is not equipped to do this work. The State has the special crews to do it most economically. The amount is too small to be done by separate contract.

The total estimated amount of this order is $40.00 with Federal participation of $36.00.

Your approval of the order under PPM-20-6.3, with reimbursement to be on actual cost basis, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Offer

Enclosures

RECEIVED
MAR 3 - 1964
FOR FILING
6367

February 13, 1964

Mr. C. L. McDevitt
Manager of Sales
United States Steel Corporation
2345 N. W. Nicolai Street
Portland, Oregon

Attention: Mr. C. B. Ward

Dear Mr. McDevitt:

Since Mr. P. M. Stephenson is out of the state at the present time, I am acknowledging your letter of February 12. Mr. Stephenson is expected back in the office sometime during the last week in February at which time I will bring your letter to his attention.

Very truly yours,

(Mrs.) Beverly Castle
Secretary to Mr. Stephenson

Replied to by telephone on March 2, 1964.

NOTED
P. M. STEPHENSON

United States Steel Corporation

DISTRICT SALES OFFICE
2345 N. W. NICOLAI STREET
Portland, Oregon

TELEPHONE
AREA CODE 503
CAPITOL 2-9534

MAILING ADDRESS
P. O. BOX 2867
PORTLAND, OREGON 97208

C. L. McDEVITT
MANAGER OF SALES

February 12, 1964

Mr. P. M. Stevenson
State Highway Department
State of Oregon
Salem 10, Oregon

Dear Steve:

I am attaching a copy of the letter received from Mr. L. W. Rulien, Assistant Division Engineer, Roseburg, Oregon, written in reply to my letter of February 6, 1964 regarding the disposition of 22,000 lineal feet of galvanized steel highway guardrail. As you may recall, we were asking permission to repair some bare spots on the rail to the satisfaction of the State Highway Department and furnish the rail, in the repaired condition, for installation on the Roberts Mountain Project.

We can certainly appreciate Mr. Rulien's position in having to document changes on a Federal Aid Highway Project. He offers his consent to using the guardrail in question on non-interstate projects. Can you tell us, Steve, whether or not non-interstate projects will develop sufficient guardrail demand in 1964 to offer us any hope of disposing of the material in question this year? If, as we suspect, the total requirements for guardrail on non-interstate projects in Oregon are going to be so small as to require disposing of this material over a long period of time and/or on a large number of small projects, then we will certainly want to explore any other alternative method of disposition which will allow us to bring this matter to a more rapid conclusion.

We respectfully request your assistance and advice in the solution of this problem, and we are willing to give serious consideration to any proposals the State Highway Department might be willing to make.

Should there be any possibility of our working out details with the Bureau of Public Roads or any other Federal agencies involved in the Federal Aid Highway program that would allow this guardrail to be furnished on an interstate project without unduly inconveniencing any of your people, we will be most willing to concentrate our efforts in this area.

NOTED
P. M. STEPHENSON

United States Steel Corporation

We will appreciate having your thoughts on any possible solution.

Yours very truly,

C. L. McDevitt
Manager of Sales

BY Bruce

CBWard:jn

Attachment

RECEIVED
FEB 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 1[illegible] 1964
OREGON
STATE HIGHWAY COMMISSION

FORM 2-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Roseburg, Oregon
February 10,1964

United States Steel Corporation
2345 N. W. Nicolai Street
Portland, Oregon

Re: Guard Rail
Roberts Mountain Project
Contract 6367

Attention: C. B. Ward

Dear Mr. Ward:

Our Resident Engineer on the Roberts Mountain project, Mr. H. M. Fillmore, has brought to my attention the proposal to furnish 22,000 lineal feet of guard rail for installation on subject contract.

The guard rail to be furnished is unacceptable in its present state due to various bare spots in the zinc coating. These bare spots could be corrected by the application of two coats of zinc dust paint prior to shipment to the project. We have experienced a considerable degree of difficulty in properly documenting proposals of this kind for materials utilized on Interstate projects. At times, we have been unable to set forth the proposal in a clear enough manner to satisfy all parties involved in the final acceptance of Interstate projects. These difficulties are, perhaps, out of proportion to the proposal which you are making but, nevertheless, they are there and for this reason we do not wish this particular rail installed on an Interstate project. If corrections that were suitable and agreeable to Mr. Harra could be made, I would then entertain no objection to the use of the rail on non-Interstate projects.

Very truly yours,

L. W. Rulien
Assistant Division Engineer

LWR:dlh
cc: F. D. Morgan
G. W. Harra
H. M. Fillmore

RECEIVED
JAN 16 1964
FOR FILING

January 15, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State's share of flagging on the Roberts Mountain Section of the Pacific Highway in Douglas County, Contract No. 6367 in connection with Federal-Aid Project No. I-5-2(29)116.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

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DEC 27 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

December 18, 1963

By:
T. Dec
Engineering Coordinator

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-0.DB

Oregon Project I-5-2(29)116
Roberts Mountain Section
Grading and Paving

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6367 to Slate-Hall of Portland, Oregon, low bidder in the amount of $1,114,916.50 at the December 17, 1963 bid opening.

Our memorandum of November 26, 1963, which authorized advertising of this project also requested justification of the 4-inch asphaltic concrete overlay. Adequate justification was furnished by Mr. Morgan's letter of December 4, 1963.

Mr. Litchfield's December 11, 1963 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our November 26, 1963 letter authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates are furnished to and approved by this office.

original to Young
12-24-63

NOTED
LLOYD P. SHAW

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COMMISSIONERS
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GLEN [illegible], Chairman
Redmond
KENNETH N. FRIDLEY, Member
Wasco
DAVID B. SIMPSON, Member
Portland
FLOYD QUERY, Secretary
Salem

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
State Highway Engineer
G. S. PAXSON
Deputy State Hwy. Engr.
LEONARD I. LINDAS
Chief Counsel

6367

December 18, 1963

Slate-Hall
11695 SW Barbur Blvd.,
Portland 19
Oregon

Gentlemen:

The State Highway Commission on December 18, 1963, awarded to you State Highway Contract No. 6367 for the following project:

Grading-paving the Roberts Mt. Section of Pacific Highway in Douglas County.

This award was based on your low bid of $1,114,916.50 which was submitted to the Commission on December 17, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

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DEC 9 - 1963
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 4, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Roberts Mountain Section
Pacific Highway

Dear Sir: Attention: Mr. Paul Riedl

In accord with our recent telephone conversation, we are herewith documenting reasons for a 4-inch overlay of the existing asphaltic concrete which will become a part of the new facility.

1. The existing section has 3-1/2 to 4 inches of asphaltic concrete over 9 inches of crushed stone base. This overall depth of 13 inches is considerably below our present standards over the type of subgrade soil encountered on this section. Comparable sections in this general area have not proven adequate. The 4-inch overlay is considered the minimum to bring the existing section to near equal strength of the new portion of this section.

2. Recent check with the District Maintenance Superintendent reveals that areas throughout this section are requiring increased patching, and that this section appears to be approaching the present condition of the section southerly of Roberts Mountain to the river, which has been shown to require a minimum of 4 inches by deflection tests. It should be pointed out that the schist type material in the Roberts Mountain area, upon exposure to air and water, degrades to a soil type considered very poor in supporting power.

3. This same type material, used in the fills each side of Roberts Mountain Summit, has contributed through degradation from rock size to soil size, to consolidation of the fill mass and resulting irregularities, in existing profile and cross sections. Multiple lifts will be required to correct this to an appreciable degree.

4. Freshly encountered in a cut the size of the Roberts Mountain cut or the one northerly of the Booth Ranch bridge, this type material, from observation, appears to be sound, and of value as selected material under the base rock.

On this section it was used for this purpose. However, its tendency to degrade has proven it to be of little value for this purpose.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fp
cc Lloyd Shaw
L. R. Chandler
F. W. Yarbrough

RECEIVED
DEC 5 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 9 - 1963
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 25, 1963

signed by
Doc
Eng. Coordinator

A. W. Parsons, Division Engineer
50-35.20B Salem, Oregon

By T. Doc
Engineering Coordinator

Oregon Project I-5-2(29)116
Roberts Mountain
Grading and Paving

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired, with relocation advisory assistance unnecessary, as indicated in Mr. Wright's November 18, 1963 letter, except for one parcel on which negotiations are in progress or condemnation suit will be filed with the expectation that this parcel will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, including access rights which may be in court action.

Prior to our concurrence in award you also should furnish justification for provision of the 4-inch asphaltic concrete overlay since the 1961 Interstate Estimate provided for an additional lift of only 1-1/2 inches.

Federal participation is limited to the center of mass measurement for the unclassified excavation quantities through the 6 degree curve approximate station 2949 to station 2968.

The use of the December 1963 Supplemental Standard Specifications for Metal Pipe Materials for Culvert, Siphons and Underdrains is approved for this specific project.

Your November 20, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in

original To Young
with attach.
12-9-63

NOTED
LLOYD P. SHAW

in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

Attachment: title sheet

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NOV 21 1963
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MCMINNVILLE
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 14, 1963

Right of Way Status
Roberts Mountain Section
Grading, Paving and
Signing

Mr. A. M. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Hastings Street N.E.
Salem, Oregon

Dear Sir:

One parcel of right of way remains outstanding on this project:

File No. 3116 - Barnett $4,000

A determination of legal status of access to the property has delayed negotiation to this date. All access matters are now resolved and we will have acquired this property by option or have made a filing in condemnation prior to the date of bid opening.

This project has involved no relocation.

All lands required for construction of the project will be delivered to the contractor on the letting date, unencumbered and available for immediate use and occupancy.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

NOTED
LLOYD P. SHAW

Walter T. Wright
Right of Way Engineer

WTW:CH
cc: Lloyd P. Shaw
L. H. Young
L. I. Lindas
C. H. Maison

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NOV 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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DEC 9 1963

CSHD

Form PR-33
(5-2-56)

FOR FILING

1st Region
State (b 2 Shaw)

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE

Region No. 8
Division Oregon

Project No. I-5-2(29)116
Roberts Mountain Section

Report on Plans in Hand Inspection

Inspection made by Richard A. Nichols
Assistant Area Engineer

Date inspection made November 8, 1963

In company with

A plans in hand inspection of the subject project was made on November 8, 1963, by the following personnel:

John Quiner, Assistant Division Engineer
Oregon State Highway Department
Carl M. Williams, Assistant Division Engineer
Oregon State Highway Department
Richard A. Nichols, Assistant Area Engineer
Bureau of Public Roads
David C. Crowe, Highway Engineer (Trainee)
Bureau of Public Roads

The overall location and design appeared to be good. However, there are some suggestions which may be given consideration.

The plans call for a 2:1 backslope in the cut area between Station 2951+55 Rt. and Station 2965+50 Rt. It is suggested that consideration be given to benching this area.

Also, it is suggested that some consideration be given to investigating the consolidation of the old waste area to the right of Station 2980+00 before construction is begun.

12-6 Barbee & Trout out - advised K. Boardman of the above and requested he look it over on working plans and discuss with Barbee. Stan

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DEC 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

12-8326 Silvies-Poison Cr. Sec., John 1963
Day-Burns Hwy. (Rock Prod.)
#6368

RECEI
JUL 2 19
FOR FIL...

July 2, 1964

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On July 1, 1964, we wrote to you concerning release of final payment on contract #6368, awarded to Arthur Simonsen & Co., for the Silvies-Poison Creek Rock Production Project on the John Day-Burns Highway in Grant-Harney Counties.

Final payment on this contract is $1,547.50 and the total contract amount is $30,723.04. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Arthur Simonsen & Co.,
3005 North 3rd Street
Baker, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JUL 1 1964
FOR FILING

June 30, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed May 26 on Contract No. 6368. The contract was with Arthur Simonsen & Co. and was for rock production on the Silvies-Poison Creek Section of the John Day-Burns Highway in Grant and Harney Counties.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective June 30, 1964, and that you concur in this procedure at the Commission meeting on July 14.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:bbc

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: May 29th, 1964

SECTION: Silvies - Poison Creek

SECTION PREFIX: 12-8326

HIGHWAY: John Day - Burns

COUNTY: Grant & Harney

NAME OF JOB: SILVIES - POISON CREEK

KIND OF WORK: Rock Production

CONTRACTOR: Arthur Simonsen & Co.

CONTRACT NUMBER: 6368

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: December 18th, 1963

DATE WORK STARTED: March 3rd, 1964

ESTIMATED COMPLETION DATE: May 26th, 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN: 7 SUPERVISION: 2

SPECIFIED WORK DAYS: 80

WORK DAYS USED: 41

PERCENT OF TIME ELAPSED: 51.3%

PROJECT AUTHORIZATION: $ 34,818.75

ENGINEERING AUTHORIZATION: $ 2,476.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST

EXCLUSIVE OF ENGINEERING: $ 32,342.75

ENGINEERING COST TO DATE: $ 2,655.32

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 30,723.04

PERCENT OF AUTHORIZATION: 107.2 %

100%

ESTIMATED PERCENT: OVERRUN / UNDERRUN 5 %

DATE PROJECT WAS COMPLETED: 6-4

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.
						100%

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)			12,000		
TOTAL QUANTITIES CORRECTED TO DATE			11,923.15		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			11,923.15		
AVERAGE DAILY QUANTITIES			300		
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME			0		
NUMBER OF SHIFTS PER DAY			1		
HOURS PER SHIFT			8		

EQUIPMENT USED DURING THE WEEK:

Shovel, Dozer, Crusher & 4 Trucks

	WEATHER	HOURS DELAY	Workdays Charged	CAUSE OF DELAY
SUNDAY	Clear			
MONDAY	Clear		yes	
TUESDAY	Clear		yes	
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

NOTED
CONSTRUCTION DIVISION
RECEIVED
JUN 1 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No activity
MONDAY	Crushed ¾" - #10 material and hauled to stockpile. Completed crushing at approx. 2:15 PM. Started shaping up stockpile.
TUESDAY	Contractor completed shaping stockpile.
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Contractor completed crushing all material and shaped up last stockpile. Plans to crush Forest Service material within the next two weeks. The cleanup of the sight will be delayed until approx. June 20th. Semi-final was submitted to the Division Office on May 28th, 1964.

F I N A L R E P O R T

SIGNED M. M. Stump

M. M. Stump, Res. Eng.

ADDRESS P O Box 228, John Day, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

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DEC 18 1963
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 18, 1963

Arthur Simonsen & Co.,
3003 North 3rd Street
Baker
Oregon

Gentlemen:

The State Highway Commission on December 18, 1963, awarded to you State Highway Contract No. 6358 for the following project:

Silvies-Poison Creek Rock Production Project on the John Day-Burns Highway in Grant-Harney Counties.

This award was based on your low bid of $30,950.00 which was submitted to the Commission on December 17, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

I-5-1(53) Siskiyou Summit-Calif. Line · 1963
00 Sec., Pacific Hwy. (Grad.)
#6369 DEFAULTED--Western Cont. Corp.

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APR 14 1965
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April 13, 1965

Oregon State Highway Commission

Gentlemen:

We have been advised by the Bureau of Public Roads that it will not require the State to appeal the case of State of Oregon vs. Western Contracting Corporation. This was the recent lawsuit having to do with whether or not Western Contracting Corporation should forfeit its bid bond for refusal to sign the contract as low bidder on the Siskiyou Summit-California State Line project on Interstate 5 in Jackson County.

It is the Department's feeling that an appeal would serve no useful purpose and might tend to establish bad law. The Bureau has indicated that it will not require the amount of the bid bond to be applied to the present contract.

This is for your information.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
G. E. Rohde
Floyd Query

RLP:ms jwa

Form CD-121 (11-63) (Prec. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 6, 1965

In reply refer to: 08-35-EC

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(53)00
State of Oregon vs. Western Contracting Corporation

Mr. Porter's March 22, 1965 letter correctly outlined our understanding regarding the bid bond in the above-captioned case. You further indicated that you feel that it is most doubtful that you could successfully prosecute an appeal of the March 10, 1965 court action.

Our General Counsel has reviewed the facts in the case and has no objection to action in accordance with the State Court opinion. Therefore you may now modify the project agreement, eliminating credit of the bid bond balance and increase Federal-aid participation to the regular pro rata share based on the estimated cost of the second low bid.

NOTED
R. L PORTER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

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MAR 23 1965
FOR FILING

March 22, 1965

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Mr. Parsons:

On March 16, this Department's Legal Section furnished you with a copy of the Court's decision in the case of the State versus Western Contracting Company.

It is not the desire of this Department to appeal this case as we feel there is nothing to gain from the procedure and much to be lost. However, we will not follow any procedure that will jeopardize full Federal participation in the award to the Heintz and Kizer joint venture.

It was this Department's understanding that you approved the award to Heintz and Kizer on the basis that we would do everything possible to legally collect from Western Contracting Company or its bondsmen the amount of the bid bond and apply it to the over-all cost of the project. In case we were legally estopped from collecting the amount of this bond, we further understood that you were willing to give consideration to full Federal participation on the amount of the second bid.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Mr. Forrest Cooper
Mr. Victor D. Wolfe
Mr. G. E. Rohde

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MAR 2 1 1965
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1965

NOTED
R. L. PORTER

SUBJECT: State of Oregon vs.
Western Contracting Corp.
Case No. 299-159
Our file L-4530
Siskiyou Summit-
California State Line Sec.
Pacific Highway

To: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. G. E. Rohde
Mr. M. N. Juve
Mr. Alfred W. Parsons
Attention Mr. Theodore Dec
Mr. Jack McCormick
Mr. Walter B. Merrill
Mr. Roland VanCleve

Enclosed you will find a copy of the transcript of the proceedings rendered in the above entitled cause on Wednesday, March 10. In this proceeding Judge Rossman renders his opinion and gives certain reasons for it.

As I understand Judge Rossman's opinion, he believes that the evidence presented in this cause fully supports the fact that a material mistake was made by the defendant; that the matter was brought to our attention with reasonable promptness; that no prejudice or damage to us would result from relieving the defendant from its bid bond and that by granting relief under the circumstances present in this case that it would not encourage carelessness in the submission of bids by other contractors in the future. The judge, therefore, concluded that the defendant should be relieved of its bond and that a decree to this effect could be entered without costs. The decree has not been entered as of this date but I anticipate it will be in the next few days. We will then have 30 days within which to decide whether we wish to appeal this decision to the Supreme Court. Since this was an equity proceeding, an appeal to the Supreme Court would result in a trial de novo in that court. It would, however, be based on the record in the trial court. In good conscience I could not say that the result in the Supreme Court would be different from that reached by Judge Rossman.

I assume this matter will be submitted to the Commission for their consideration and if an appeal is desired I would be pleased to have your advice prior to April 10, 1965. Please feel free to write me if, after reading the Court's opinion, your conclusions are different, or if you believe there are some points in the evidence presented which would justify a different conclusion.

JRP:ap
Attch.

RECEIVED
MAR 17 1965
OFFICE OF
STATE ENGINEER

J. ROBERT PATTERSON
Chief, Trial Section

Porter

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, by and through its State Highway Commission, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, Plaintiff, vs. WESTERN CONTRACTING CORPORATION, an Iowa corporation, and THE AETNA CASUALTY AND SURETY COMPANY, a Connecticut corporation, Defendants.	No. 299-159

TRANSCRIPT OF PROCEEDINGS

March 10, 1965

ELVA McLELLAN
COURT REPORTER - NOTARY PUBLIC
504 MULTNOMAH COUNTY COURT HOUSE
PORTLAND, OREGON 97204
227-8441

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, by and through its State Highway Commission, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, Plaintiff, vs. WESTERN CONTRACTING CORPORATION, an Iowa corporation, and THE AETNA CASUALTY AND SURETY COMPANY, a Connecticut corporation, Defendants.	No. 299-159

Wednesday, March 10, 1965

BEFORE:

The Honorable George Rossman, Judge pro tempore.

APPEARANCES:

Mr. Robert Y. Thornton, Attorney General of the State of Oregon (By Mr. J. Robert Patterson), Attorneys for the Plaintiff.

Mautz, Souther, Spaulding, Kinsey & Williamson (By Mr. John L. Schwabe), Attorneys for the Defendants.

PROCEEDINGS

THE COURT: I don't want anyone to assume by my deciding the case the day after it was submitted that I am underrating the importance of the case or that I am acting hastily. I would feel very badly if any such suspicion of this kind got around. I have always acted upon the theory that the best time for a Trial Judge to decide a case is immediately after it has been submitted. I do not believe that you could get a better impression about a case from the whole transcript of the evidence than you can by hearing the witnesses and seeing them.

Now, then, in a like case to this which was submitted I performed a great deal of work and went somewhat beyond the briefs. So I think I know something, a little bit, at least, about the legal principles that govern it. And I believe I understand the facts of the case.

I am not going to give you a formal decision. I am just going to give you a few principles.

In a case like this when the case has to be clearly proved, I figure not only it has to be clearly proved but proved by evidence that is free from suspicion and that is clear and convincing.

And I think, next, in a case of this kind, if relief is to be given to the bidder on the ground that he

made a mistake, I think one has to be sure that you don't impose a prejudice or some damage upon the other party. In other words, in helping out one from his mistake you can't impose that burden upon the one that received the bid. I also think that in cases of this kind the bidder who claims that he made a mistake should announce with reasonable promptness the fact that he has made a mistake. When we make a mistake, we do not always know that we made a mistake, we ourselves are mistaken about it, and it takes an effort upon the part of the one that makes a mistake to discover that he has made a mistake. And I think, also, that a mistake must not result from plain carelessness. I think that the Highway Commission and the bidders themselves try to uphold a high standard upon bidding, and you can't let down upon that standard by, oh, giving way to just plain carelessness and thereby encourage carelessness.

Now, then, with that mention, let's just see what we have. I think that the mistake in this case has been thoroughly proved. I think I gave wholehearted attention to what was said, and I think that the mistake has been clearly proved. The truth of the matter is, I do not believe that the State very much disputes the evidence that goes to the status of the case.

The contractor Heintz testified, or his foreman testified, about the amount of material rock that has been

removed out. Where you have in a case of this kind evidence of this kind showing from actual work the amount of the rock that was removed, and here we do have that, I think that that shows that the Western Contracting Company made a mistake and that it was a material mistake. And, of course, the testimony that came from the Heintz Company, I think that is testimony that is free from suspicion. To my way of thinking, it is clear and convincing. But I don't think that there will be any prejudice or damage to the State in this case in the event of relieving the bidder of his mistake. Also, the contract was let at the time with the Heintz Company, which was the second low bidder. There was no re-advertisement for bids, if I get the facts correctly, but the Heintz Company took it upon their bid. In other words, there was no bickering back and forth there. So there could be no basis for saying that the State will suffer some substantial damage or prejudice by relieving the Western Contracting Company.

Then we come to the matter about acting with reasonable promptness. I think one day less than three weeks passed from the date the contract was opened until the Western Contracting Company made an announcement or claimed that it made a mistake and would not go on through. In that three-week period I noticed that the witnesses mentioned the Christmas holiday, the New Year's holiday,

and the fact that they had to get their man from Salt Lake City to go down there to Medford. That could account for part of the three weeks. Then, at the end of that three-week period of investigation they came to the conclusion that they had made a mistake, and then had their Vice-President meet with the ~~Heintz~~ officials and discuss the matter with them. I think thereby that you have what could be considered reasonable promptness, if I have got the facts correctly. I believe I have.

I think that also shows acts of honesty and frankness in this case where it is based upon claim of mistake. I am very much impressed with the fact that the witnesses all seemed to me to be men of honor who were testifying to what they thought were the facts. In other words, acting honestly.

The next question would be whether or not to grant relief in this case would encourage carelessness. Somebody, oh, to use the Highway engineer's term, somebody goofed up on this case. Of course, he was liable to Western Contracting Company. Somebody slipped up; didn't do what he should have done. I think at the same time nobody is claiming here that there was what could be real carelessness here. I do not believe that there was.

Now, that is the way I look at the facts of this case and the law that governs it. I think that the Western

[illegible] Company should be relieved of this bid. You [illegible] a decree to that effect. There will be no costs, [illegible]ver, to anybody in this case.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, by and through its State Highway Commission, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, Plaintiff, vs. WESTERN CONTRACTING CORPORATION, an Iowa corporation, and THE AETNA CASUALTY AND SURETY COMPANY, a Connecticut corporation. Defendants.	No. 299-159

REPORTER'S CERTIFICATE

I, Elva McLellan, Official Reporter Pro Tem of the Circuit Court of the State of Oregon, Fourth Judicial District, certify that I reported in shorthand the oral proceedings had in the above-entitled cause on Wednesday, March 10, 1965, before the Honorable George Rossman, Judge Pro Tempore; that I have subsequently reduced to typewriting my shorthand notes, so taken, and that the foregoing and hereto attached 6 pages of typewritten matter, numbered 1 to 6, both inclusive, constitute a full, true, and accurate record of the oral proceedings had in the above matter.

Dated at Portland, Oregon, this 10th day of March, 1965.

Elva McLellan

Official Reporter Pro Tem

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 1, 1965

To: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Maurice N. Juve
Mr. R. J. VanCleave
Mr. Walter B. Merrill
Mr. Jack C. McCormick

SUBJECT: State of Oregon
vs.
Western Contracting Corp.
Case No. 299-159
Our file L-4530
Siskiyou Summit-California
State Line Section
Pacific Highway

The above-entitled action was called on the pretrial calendar on Friday, February 26. Both parties reported that they were ready for trial. The case will be assigned for trial on Friday, March 5, for trial at 9:30 A.M., Monday, March 8 in Portland. We will not know which judge will try the case until Friday. You can find what court room the case will be in by asking the calendar clerk, Mrs. Nichols, when you come to the courthouse. It will be necessary that you attend this trial for the purpose of giving testimony. I would anticipate that the case will take two days for trial. I would suggest that you make arrangements to stay at either the Hilton or the Congress Hotels, which are only one block from the courthouse.

I am enclosing a copy of your deposition which has been taken previously and which I would appreciate if you could review prior to the trial. I am also attaching a copy of our complaint and the defendant's answer. I am also enclosing a brief resume with regard to the giving of testimony which may be of some assistance to you.

Briefly stated, the main issue that is involved in this proceeding is whether or not the defendant is entitled to be relieved from a forfeiture of its bid bond which accompanied its bid for doing the grading work on the Siskiyou Summit-California Line Section of the Pacific Highway. When the bids were opened on December 17, 1963, this defendant was the low bidder in the amount of $4,874,885.00. The second low bidder, who was subsequently awarded the contract, was Heintz and Kizer and their bid was $5,887,361.50. We have taken the depositions of Mr. L. Garland Everist, President of the defendant corporation, Mr. Thomas E. Speight, Manager, and Mr. Richard C. Nurre, Chief Estimator. From these depositions it would appear that it is the position of the defendant that at the time its bid was prepared, they estimated that of the general excavation, unclassified, 15% of the 6,971,000 cu. yds. would require drilling and shooting in order to accomplish the moving thereof. We had previously estimated that approximately 3-1/2 million cu. yds. of this unclassified excavation would require drilling and shooting. As a result of this miscalculation the defendant bid .47¢ for general excavation whereas most of the other bidders were at .80¢ or above. We, of course, at the time of the opening of the bids had no way of determining the methods contemplated by the defendant and the moving of the general excavation. Since

this item was unclassified there was no breakdown in their bid as to how much might require additional costs in the handling thereof. It will be the defendant's position that because of the great disparity between their bid and the other bidders, that we were put on notice that there was something wrong with their bid. We will put in evidence that there have been numerous instances in the past where the disparities have approximated the amount that is involved here; and that the mere disparity in the bids was not sufficient to suspicion that there was an error in calculation. Ordinarily if an error in calculation is patently visible from the bid or should be reasonably anticipated on account of the disparity on account of the bids, then a court of equity will ordinarily grant relief from the forfeiture of the bid bond. The principal issue here will be whether or not we resonably had notice that there was an error in the defendant's bid on this project.

If for any reason the case will not proceed on Monday, as above stated, I will notify you by telephone.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

Enc.

So YOU have been advised that your deposition is going to be taken by the opponent. The purpose of these instructions is to inform you what a deposition is, why it is being taken, how it will be taken, and pitfalls to be avoided during its taking.

1. WHAT IS A DEPOSITION? — A deposition is your testimony under oath. You will be asked questions by the opposing attorney and in some cases by your attorneys and the questions and your answers thereto will be recorded by an official court reporter. There will be no judge present and in all likelihood the deposition will be taken in one of the attorneys' offices. There is little difference between testimony at a deposition and testimony in the courtroom except there is no judge presiding and ruling over the matters as they arise. The judge may do so later.

2. THE PURPOSES OF A DEPOSITION — The opposing side is taking your deposition for three reasons. The first reason is that they want to find out what facts you have in your actual knowledge and possession regarding the issues in the law suit. In other words, they are interested in what your story is now and what it is going to be at the trial. Secondly, they want to pin you down to a specific story so that you will have to tell the same story at the trial and they will know in advance what your story is going to be. And, thirdly, they hope to catch you in a lie because if they were to catch you in a lie they can show at the trial that you are not a truthful person and therefore your testimony should not be believed on any of the points, particularly the crucial ones.

These are very legitimate purposes and the opposing side has every right to take your discovery deposition for these purposes and in this fashion. Correspondingly, you have the same right to take the discovery deposition of the opposing litigant.

3. PITFALLS TO AVOID — (a) Always remember that either as a litigant or a witness you have no purpose to serve other than to give the facts as you know them. You must give the facts if you have them. You do not, however, have to give opinions and therefore you should not give opinions. Generally speaking if you are asked a question which calls for an opinion your attorney will object to the question, however, after his objection if he advises you to go ahead and answer and you do have an opinion on the subject then you may give it. (b) Never state facts that you don't know. Quite frequently you will be asked a question by an attorney and in spite of the fact that you feel that you should know the answer, you do not, and therefore, you will be tempted to guess or estimate what the answer should be. This is a mistake. If you do not know an answer to a question, even though you would appear ignorant or evasive by stating that you don't know, you should nevertheless do so, because a guess or an estimate for an answer is almost always the wrong answer and one from which the opponent can show that you either don't know what you are talking about or imply that you are deliberately mis-stating the truth. Generally speaking, the attorney is in a position to know what the answer should have been and it may very well be that the reason he asked the question was because he knew you wouldn't know the answer but felt that you would be compelled to guess. (c) Never attempt to explain or justify your answer. You are there to give the facts as you know them. You are not supposed to apologize or attempt to justify those facts. And any attempt as such would make it appear as if you doubt the accurateness or authenticity of your own testimony. (d) You are only to give the information which you have readily at hand. If you do not know certain information, do not

give it. Do not turn to your counsel and ask him for the information or do not turn to another witness, if one should be present, and ask him for the information. Do not promise to get information that you don't have readily at hand unless your attorney advises it. If you know an answer to a question at the time that it is being asked, then you should answer it. Do not agree to look up anything in the future and then supplement the answer you are then giving unless your counsel advises you to. (e) Do not, without your counsel's request, reach in your pocket for a Social Security Card, or other documents. A discovery depcsition is to illicit facts which you know and have in your mind and not for the production of documents. If the opposing side is interested in obtaining documents from you there are other legal procedures with which to obtain them. Do not ask your counsel to produce anything which is in his file at the time because generally the same rule for obtaining them applies to those matters that applies to things which may be in your pocket. (f) Do not let the opposing attorney get you angry or excited. This destroys the effect of your testimony and you say things which may be used to your disadvantage later. It is sometimes the intent of attorneys to get a deponent excited during his testimony hoping that he will say things which may be used against him. Under no circumstances should you argue with the opposing attorney. Give him only the information which you have. That is all he is entitled to. Give him the information in the same tone of voice and manner that you do in answer to your own attorney's questions. The mere fact that you get emotional about a certain point could be to your opponent's advantage in a lawsuit. (g) If your attorney begins to speak stop whatever answer you may be giving and allow him to make his statement. If he is making any objection to the question that is being asked of you do not answer until he, after he has made his objection advises you to go ahead and complete your answer. If your attorney tells you not to answer a question then you should refuse to do so. (h) You may take your time in answering a question. Remember the deposition does not show the length of time which you used in considering your answer, however, it is advisable to answer all questions in a direct and forward manner. The most important thing if you don't know an answer to a question is to say so. (i) Tell the truth. The truth in the deposition or on the witness stand will never really hurt a litigant. A lawyer may explain away the truth but there is no explaining why a client lied or concealed the truth. The mere fact that you may have had an accident before of almost an identical nature or for similar injuries or that you may have sued or been sued by other people at other times or similar claims or even a criminal record does not destroy the validity of your claim or defense. However, the deliberate concealing of such an action would be devastating your veracity at the trial and would hurt your case immeasurably. (j) Never joke in a deposition. The humor would not be apparent on the cold transcript and may make you look crude or cavalier about the truth. (k) Do not volunteer any facts not requested by a question. Such information cannot help your case and may hinder it. (l) After the deposition is over, do not chat with the opponents or their attorneys. Remember, the other attorney is your legal enemy. Do not let his friendly manner cause you to drop your guard and become chatty. (m) Do not try to figure out before you answer whether a truthful answer will help or hinder your case. Answer truthfully. Your lawyer can deal with the truth effectively. He is handicapped when you answer any other way.

After you have read all of these suggestions, please write down any questions which you may have and ask them of your counsel prior to the deposition.

(24) WASCO COUNTY: The Dalles Section of Columbia River Highway. Federal-aid Interstate Highway Project No. I-80N-3(27)81. 5.63 mi. grading & structures.

#6180
I-80N-3(27)81

Roy L. Houck Sons' Corporation, Salem	$3,931,459.00
Goodfellow Bros., Inc., Wenatchee, Wn.	4,955,259.50
Slate-Hall, Portland	5,024,462.00
Gibbons & Reed Co., Salt Lake City, Utah	5,336,945.00
Peter Kiewit Sons' Co., Omaha, Nebr.	5,345,537.00
J. N. Conley, Portland	5,662,421.00
Morrison-Knudsen Company, Inc., Boise, Idaho	5,817,653.00
Babler & Halvorsen, Portland	6,074,990.00

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AWARDED TO ROY L. HOUCK SONS' CORPORATION.

(25) WASCO COUNTY: East The Dalles U.P.R.R. Overcrossing, about 2 mi. east of The Dalles. Federal-aid Interstate Highway Project No. I-80N-3(30)84.

#6181
I-80N-3(30)84

Teeples & Thatcher, Portland	$ 389,795.00
Pacific Concrete Co. & Otis P. Jordan, Jr., Portland	396,333.00
Rogers Construction Co., Portland	400,605.00
Schrader Construction Co., Inc., Portland	415,720.00
Peter Kiewit Sons' Co., Omaha, Nebr.	420,000.00
Cherf & Associates, Inc., Ephrata, Wn. *	420,675.00
C. J. Montag & Sons, Portland	422,981.00
Walder & Kenworthy, Portland **	429,285.00
Hamilton & Thoms, Inc., Eugene	431,525.00
Workman Construction Co., Canby	435,170.00
Orlando C. Bennard & Glenn Snook, Eugene *	448,975.00
Hannan Bros. Co., Portland	460,100.50
Gibbons & Reed Co., Salt Lake City, Utah	497,810.00

* Bidder will not accept award of more than one contract at this letting.
** Bidder will not accept award of contracts at this letting totalling in excess of $450,000.

AWARDED TO TEEPLES & THATCHER.

(26) WASHINGTON COUNTY: Pointer Frontage Road Section of Sunset Highway, about 2 mi. west of Portland. State Project. 0.32 mi. grading and oiling.

#6182
S-1025

Gary Baker, Contractor, Hillsboro	$ 18,933.00
Warren Northwest, Inc., Portland	19,556.65

AWARDED TO GARY BAKER, CONTRACTOR.

FORM E-128X 80M 2-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 14, 1964

AGENDA
JAN 30 1964
3c

Oregon State Highway Commission

Gentlemen:

As you may recall, on December 18 you awarded to the Western Contracting Corporation the contract for the Siskiyou Summit-California Line Section project on Interstate Route 5 in Jackson County on its bid of $4,874,858. This was the lowest of seven proposals received. The second low bid was submitted by R. A. Heintz Construction-Kiser Equipment-Ray Kiser Construction in the amount of $5,887,361.50. The Engineer's estimate was $6,604,645.

We now have been advised by the Western Contracting Corporation that it made an error as to the classification of materials to be excavated and will not undertake the contract at the price bid. It has requested to be released from its bid guaranty.

Mr. M. F. Warner, Vice President of the Western Contracting Corporation, and his estimator, Mr. R. C. Murre, discussed the matter in this office on January 7. They informed us it was a mistake in judgment, that it was the first time such a thing had happened to their corporation in many years of work, and stated they could offer no excuse but requested to be relieved of their bid bond. It is a most unusual experience to be confronted with a situation of this kind as most bidders invariably claim misrepresentation or patent errors in computation. I am advised by Mr. Lindas that the Commission can relieve the Corporation of its bid guaranty or require payment, as you see fit.

It is with some reluctance that I must recommend that the amount of the bid bond be collected as I believe any other course of action would open the door for future requests that might not be justified. I am convinced that this contractor made an error in judgment and have no desire to

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institute any type of punitive action. However, the releasing of this bid guaranty would create a situation with other bidders on future work that would be most difficult to live with.

It is my recommendation that we advise the Western Contracting Corporation that the Commission must require the forfeiture of the guaranty, and that the project be tendered to the second low bidder, R. A. Heintz Construction-Kiser Equipment-Ray Kizer Construction, Portland, in the amount of $5,887,361.50 with the completion dates advanced to July 15, 1965 and August 31, 1965. This amounts to 15 additional days on Unit 1 and 30 days on the remaining work. Inasmuch as over 40 days will have elapsed since the bids were opened, this appears to be in order. My recommendation is conditioned upon being able to secure approval from the Federal Bureau of Public Roads. The Bureau has verbally advised that it will concur in this procedure provided the amount of the guaranty bond is credited against the cost of the project.

This matter will be on the agenda for your consideration at the January 30 meeting.

Very truly yours,

R. L. Porter
Acting State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 7, 1964

SUBJECT:

To: MEMO TO FILE

On this date, Mr. Meredith F. Warner, Vice-President and Chief Engineer of the Western Contracting Corporation, Sioux City, Iowa, and the Corporation's chief estimator, Mr. R. C. Nurre, discussed the bid submitted by their company for the Siskiyou Summit-California Line Interstate project.

The gentlemen gave Mr. Cooper and me official notice that the Western Contracting Corporation could not enter into the contract at the prices bid. They stated that they made an error in judgment and, for that reason, could not undertake the work. They further stated this was the first time in the history of their company that such a circumstance had arisen. They asked that their bid bond be released.

Mr. Cooper told them he would look into the matter, although he could offer no hope that the State could relieve the bid bond obligation. He asked Mr. Warner to advise us in writing of the Corporation's action and to return the unsigned contract. Mr. Warner asked that in case we could not relieve the bond, the Corporation be notified first, rather than the bonding company, and said they would take care of the obligation by means of certified check.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper

Silvies-Poison Cr. Section (Continued).

E. H. Itschner Co., Molalla	$ 40,800.00
Lee F. Philpott, Eugene	44,800.00
W. D. Miller Construction Co., Klamath Falls **	67,750.00

* Bidder will not accept award of contracts totalling in excess of $200,000 at this letting.
** Bidder will not accept award of more than one contract at this letting.

AWARDED TO ARTHUR SIMONSEN & CO.

(5) JACKSON COUNTY: Siskiyou Summit-California Line Section of Pacific Highway, about 12 mi. south of Ashland. Federal-aid Interstate Highway Project No. I-5-1(30)00. 3.4 mi. grading.

×Western Contracting Corporation, Sioux City, Iowa	$4,874,858.00
×R.A.Heintz Const.,Kizer Equipment,&Ray Kizer Const., Portland	5,887,361.50
Morrison-Knudsen Company, Inc., Boise, Idaho	6,055,940.00
Peter Kiewit Sons' Co., Omaha, Nebraska	6,351,890.00
Goodfellow Bros., Inc., Wenatchee, Wn.	6,444,495.00
Slate-Hall, Portland	6,669,062.00
Gibbons & Reed Co., Salt Lake City, Utah	8,131,550.00

AWARDED TO WESTERN CONTRACTING CORPORATION.

(6) JEFFERSON COUNTY: Jefferson County Roads, FAS Rtes. 547 and 660 in vicinity of Culver. FAP No. S-494(2) & S107(3). 4.96 mi. stone base and oiling.

×Babler Bros., Inc., Portland	$ 86,128.00
McKenzie Road & Driveway Co., Eugene	90,765.50
Acme Construction Co., Redmond, Wn.	95,950.00
J. C. Compton Company, McMinnville	99,318.00
S. D. Spencer & Son, Vancouver, Wn.	107,111.00
Beaver Excavating Co., Gresham	140,130.50

The Commission elects to accept the bid of BABLER BROS., INC., in the sum of $86,128.00 and directs the State Highway Engineer to award the contract to said bidder as soon as approval of Jefferson County is received and the sum of $19,500.00 is deposited by the County.

(7) JOSEPHINE COUNTY: Selma Section of Redwood Highway, about 20 mi. south of Grants Pass. FAP No. F-127(13). 1.02 mi. grading, paving and one structure.

×C & H Durbin Construction Co., Eugene	$345,642.50
Concrete Steel Corporation, Medford	350,148.70
Asphalt Paving Co., Klamath Falls	354,494.00
S. D. Spencer & Son, Vancouver, Wn.	359,623.50
Ausland Construction Co. and Cecil James, Grants Pass	359,635.00
Hannan Bros. Co. and Access Construction Co., Portland	361,541.00
Frank Lyons & Co., Oregon Ltd., Portland	364,907.50

L-4530

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IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, by and through its State Highway Commission, composed of Glenn L. Jackson, Kenneth N Fridley and David B. Simpson,

Plaintiff,

vs.

WESTERN CONTRACTING CORPORATION, an Iowa corporation; and THE AETNA CASUALTY AND SURETY COMPANY, a Connecticut corporation,

Defendants.

No. 299-159

A N S W E R

Come now defendants and for their answer to plaintiff's complaint, admit, deny and allege as follows:

I.

Admit Paragraphs I, II, III, IV, V and VI.

II.

In answer to Paragraph VII, admit that plaintiff has found it to be in the public interest to construct said unit, but defendants are not informed as to the full nature and extent of the remaining allegations therein contained and therefore deny each and every other remaining allegation and thing therein contained and the whole thereof, specially and generally.

III.

Admit Paragraphs VIII and IX.

IV.

In answer to Paragraph X, admit that prior to December 17, 1963, defendant Western Contracting Corporation applied to the Highway Commission and was, in response to said request and application, furnished a bid proposal form and bid bond form, but except as admitted, deny each and every other remaining allegation and thing therein contained and the whole thereof, specially and generally.

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
STANDARD PLAZA
PORTLAND, OREGON 97204

V.

Admit Paragraphs XI, XII, XIII, XIV, XV and XVI.

VI.

In answer to Paragraph XVII, admit that the bid submitted by defendant Western Contracting Corporation in the sum of $4,874,659.00 was the lowest bid offered, but deny each and every other remaining allegation and thing therein contained and the whole thereof, specially and generally.

VII.

In answer to Paragraph XVIII, admit that defendants have refused to accept or execute the contract and to execute the performance bond referred to therein for the reasons stated to plaintiff, but deny each and every other remaining allegation and thing therein contained and the whole thereof, specially and generally.

VIII.

Deny Paragraph XIX.

IX.

In answer to Paragraph XX, admit that plaintiff has made demand on defendants for forfeiture of said bid bond and the payment of the sum of $243,742.90 and that defendants have refused the same for the reasons stated to plaintiff, but deny each and every other remaining allegation and thing therein contained and the whole thereof, specially and generally.

X.

Deny Paragraph XXI.

XI.

Defendants deny each and every other allegation therein contained of plaintiff's complaint, specially and generally, except such paragraphs, statements, and allegations herein expressly admitted.

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
STANDARD PLAZA
PORTLAND, OREGON 97204

FOR A FIRST SEPARATE AND FURTHER ANSWER AND AFFIRMATIVE DEFENSE, defendants allege:

XII.

That during all times herein mentioned defendant Western Contracting Corporation is an Iowa corporation duly organized and existing under the laws of the State of Iowa and is authorized to transact business in the State of Oregon, among other things, the business of constructing highways and general construction.

XIII.

That defendant Aetna Casualty & Surety Company is a Connecticut corporation, duly organized and existing under the laws of the State of Connecticut and is authorized to transact business in the State of Oregon and, among other things, the business of furnishing bonds, undertakings, and other obligatory instruments of similar character.

XIV.

That at all times herein mentioned, Glenn L. Jackson, Kenneth Fridley and David B. Simpson were and still are the duly appointed, qualified and acting members of the Oregon State Highway Commission and constituted and now constitute said Commission. That the said Glenn L. Jackson is and was during all the times herein mentioned the duly elected, qualified and acting Chairman of said Commission.

XV.

That prior to December 17, 1963 plaintiff published and called for competitive bids for the construction of a section of highway of the highway known and designated as the Pacific Highway, and said section of highway being particularly designated as the Siskiyou Summit-California Line, a unit of the Wall Creek, California line section in Jackson County, Oregon. Said bid was for the construction and grading of said section. That said project

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
STANDARD PLAZA
PORTLAND, OREGON 97204

for the purpose of brevity shall hereinafter be referred to as the "project".

XVI.

That the defendant Western Contracting Corporation, prior to December 17, 1963, prepared its bid for the construction of said project. On the 17th day of December, 1963, bids which had been submitted by seven different contractors, including defendant Western Contracting Corporation, were opened, and defendant Western Contracting Corporation was notified at that time that its bid was the lowest.

XVII.

That defendant Western Contracting Corporation discovered that it had made an honest mistake in its bid and had eroneously and inadvertently omitted therefrom the sum of $1,037,811.20, representing the cost of removing approximately 1,500,000 cu. yds. of rock. That defendant Western Contracting Corporation on January 7, 1964, notified plaintiff of its honest mistake and requested permission to withdraw its bid or correct its mistake.

XVIII.

That the six other bidders who bid on the project were experienced bidders and their bids, together with the plaintiff's estimate are as follows:

Bidder	Amount
1. Western Contracting Corporation	$4,874,885.00
2. Heintz and Kizer	5,887,361.50
3. Morrison-Knudsen	6,055,940.00
4. Peter Kiewit & Sons	6,351,890.00
5. Goodfellow Bros.	6,444,495.00
6. Slate-Hall	6,669,062.00
7. Gibbons & Reed	8,131,550.00
State of Oregon's ESTIMATE	6,604,000.00

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ATTORNEYS AT LAW
STANDARD PLAZA
PORTLAND, OREGON 97204

XIX.

That prior to the acceptance and execution of the proposed contract and performance bond by defendant Western Contracting Corporation, said defendant withdrew its offer to perform the work and furnish the materials provided therein for said project. That the plaintiff has in no way been prejudiced and has not been damaged by said defendant's withdrawal of said bid and refusal to enter into a contract with plaintiff.

XX.

That by reason of the honest mistake of defendant Western Contracting Corporation and by reason of said defendant withdrawing its bid before entering into a contract with plaintiff, there never existed an agreement between defendant Western Contracting Corporation and the plaintiff.

XXI.

That plaintiff has wrongfully and unlawfully refused to return the bid bond of defendant Western Contracting Corporation and are attempting to convert said bond to the plaintiff's use and are withholding said bond from the defendant Aetna Casualty & Surety Company.

XXII.

That the plaintiff cannot in equity and in good conscience be permitted to have judgment against these defendants for the sum of $243,742.90, or any sum.

XXIII.

Plaintiff should be required to take such action as equity and good conscience and fair dealing requires in order to return said bond to the defendants herein.

WHEREFORE, having fully answered plaintiff's complaint, defendants pray that plaintiff's complaint be dismissed, that plaintiff take nothing thereby, and that defendants have and

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ATTORNEYS AT LAW
STANDARD PLAZA
PORTLAND, OREGON 97204

recover against plaintiff their costs and disbursements herein incurred and that defendants' bid bond be returned from plaintiff to defendants and that defendants be awarded such other relief as to the Court may seem equitable in the premises.

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON

By JOHN L. SCHWABE
Attorneys for Defendants

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
STANDARD PLAZA
PORTLAND, OREGON 97204

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, by and through its State Highway Commission, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, Plaintiff, vs. WESTERN CONTRACTING CORPORATION, an Iowa corporation, and THE AETNA CASUALTY AND SURETY COMPANY, a Connecticut corporation, Defendants.	COMPLAINT

Comes now the above-named plaintiff and for its cause of action against the above-named defendants and each of them complains and alleges the following facts:

I

That during all the times hereinafter mentioned the above-named Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, or their predecessors in office, were and still are the duly appointed, qualified and acting members of the Oregon State Highway Commission, and constituted and now constitute said Commission.

II

That the defendant Western Contracting Corporation is an Iowa corporation duly organized and existing under the laws of the State of Iowa and is authorized to transact business in the State of Oregon, especially the business of constructing highways.

III

That the defendant The Aetna Casualty and Surety Company is a Connecticut corporation duly organized and existing under the laws of the State of Connecticut, and said defendant The Aetna Casualty and Surety Company is authorized to transact business in the State of Oregon, especially the business of furnishing bonds, undertakings and other obligatory instruments of similar character.

IV

The State Highway Commission is authorized and empowered to lay out, locate, construct, reconstruct, improve and maintain state highways, including necessary bridges, culverts and other highway structures and facilities.

V

That the highway known and designated as the Pacific Highway is a state highway and is, therefore, a highway under the jurisdiction and control of the State Highway Commission.

VI

The Siskiyou Summit-California Line Unit of the Wall Creek-California Line Section of said highway has been surveyed and located by the State Highway Commission in Jackson County, Oregon.

VII

The State Highway Commission has found it to be in the public interest to construct said Unit and for such purpose said Commission caused plans, specifications and other engineering data to be prepared for use and employment in connection with a call for competitive bids for the construction of and, in particular, the grading of said Unit.

VIII

In furtherance of the plan and purpose of said State Highway Commission, a call was issued and published for competitive bids for the construction and, in particular, the grading of said Unit, which call provided and requested that competitive bids, accompanied by a bid bond, for said work be submitted to and filed with the said Commission no later than nine o'clock (9:00 a.m.) on the 17th day of December, 1963, in Room 418, State Highway Building, Salem, Oregon, said bids to be then and there opened and publicly read and considered so that the lowest and best of said bids could be determined by the Commission.

IX

That prior to December 17, 1963, the defendant Western Contracting Corporation qualified as required by Orgon law, which

law fixes and determines the manner and extent to which bidders may and must qualify for bidding on State Highway construction jobs.

X

That prior to December 17, 1963, the defendant Western Contracting Corporation applied to the Highway Commission and was, in response to such request and application, furnished the necessary bid proposal form, bid bond form and all other necessary data needed and required for the submission of a bid for the construction and, in particular, the grading of said Unit as covered in said bid proposal and call for bids.

XI

That thereafter, to wit: Prior to the hour of 9:00 a. m. on the 17th day of December, 1963, the said defendant Western Contracting Corporation submitted to and filed with the Highway Commission in Room 418 of the State Highway Building, Salem, Oregon, its written bid and proposal, accompanied by the said required bid bond, for and by which said defendant Western Contracting Corporation offered to construct and, in particular, grade said Unit of said highway and other work called for in said proposal, all in accordance with the plans, specifications and other engineering data provided by and incorporated in the said call for competitive bids.

XII

That on said 17th day of December, 1963, all bids submitted for said project were opened, publicly read on that date and at the place fixed, and among other bids and proposals submitted was a bid and proposal offered and submitted by the defendant Western Contracting Corporation, which bid and proposal for said work was and is in the total sum and amount of $4,874,858.00.

XIII

That the bid and proposal submitted by said defendant Western Contracting Corporation was accompanied and supported by said bidder's bond, in which bidder's bond the defendant Western

Contracting Corporation was named as principal and the defendant The Aetna Casualty and Surety Company was named as surety.

XIV

That there is attached hereto, marked "Exhibit A" and by this reference made a part hereof, a true and correct copy of the bid and proposal and bidder's bond made by the defendant Western Contracting Corporation, as principal, and the bond submitted by defendant The Aetna Casualty and Surety Company, as surety, in connection with and as a part of said bid and proposal and bid bond for the construction and, in particular, the grading of the said Siskiyou Summit-California Line Unit of said Pacific Highway.

XV

That the condition of said bidder's bond was and is as follows:

> "The condition of this bond is such that, whereas the principal herein is herewith submitting his or its proposal for the following work, to wit:
>
> "Grading 3.4 miles of the Siskiyou Summit-California Line Section of the Pacific Highway, about 12 miles south of Ashland in Jackson County, a Federal Aid Interstate Highway project said proposal, by reference thereto, being hereby made a part hereof.
>
> "NOW, THEREFORE, if the said proposal submitted by the said principal be accepted, and the contract for said work be awarded to said principal, and if the said principal shall enter into and execute the said contract and shall furnish bond as required by the State Highway Commission within the time fixed by said Commission, then this obligation shall be void; otherwise to remain in full force and effect."

XVI

That the amount of said bid bond is the sum of $243,742.90, which sum or amount is arrived at and determined, as set forth in said bond, by computing 5 per cent of the said bid, namely 5 per cent of $4,874,485.00, which equals the said sum of $243,742.90.

XVII

That upon consideration by the Commission of all bids and proposals submitted on said 17th day of December, 1963, for said

construction project, it was found and determined by the Commission that the said bid of the defendant Western Contracting Corporation, in the sum of $4,874,585.00, was the lowest and best bid offered and, therefore, said bid and proposal was accepted by the Highway Commission, and the contract for the construction and, in particular, the grading of said Siskiyou Summit-California Line Unit of said Pacific Highway was awarded by the Commission to the defendant Western Contracting Corporation within a period of 30 days from December 17, 1963.

XVIII

That thereafter and in due time, the proper and required form of construction contract and the proper and required form of performance bond, as described in said bid and proposal, were prepared and submitted to said defendant Western Contracting Corporation for execution and for return to the Highway Commission, but said defendant Western Contracting Corporation refused to accept the said contract and refused and still refuses and has failed to execute said contract and performance bond.

XIX

That by reason of the refusal and failure of said defendant Western Contracting Corporation to execute the said contract and the said performance bond, said defendant Western Contracting Corporation became and is in default in connection with its obligation as fixed in said bid bond and proposal.

XX

That the Highway Commission having declared said bidder, the defendant Western Contracting Corporation, to be in default in the performance of its said obligation, made demand on said defendant Western Contracting Corporation, as principal, and on defendant The Aetna Casualty and Surety Company, as surety, for payment of the amount of said bid bond, namely the sum of $243,742.90, which said defendants and each of them refused, and still refuses, to pay said claim and amount.

XXI

That there is now due and owing the State of Oregon, by and through its State Highway Commission, from said defendants and each of them the said sum of $243,742.90.

WHEREFORE, plaintiff prays for judgment against the defendants and each of them in the sum of $243,742.90 and judgment for plaintiff's costs and disbursements incurred in the prosectuion of this action.

ROBERT Y. THORNTON
Attorney General of the State of Oregon

L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By G. E. ROHDE
Assistant Attorney General and Assitant
Counsel for the State Highway Commission

Of Attorneys for Plaintiff

RUSHLIGHT AUTOMATIC SPRINKLER CO. v. CITY OF PORTLAND et al.

Supreme Court of Oregon.

June 13, 1950.

189 Or.

Rushlight Automatic Sprinkler Company brought action against City of Portland, a municipal corporation, organized and existing under the laws of the State of Oregon, R. Earl Riley, Mayor, William A. Bowes and others, City Commissioners, to recover amount which plaintiff had deposited with the defendant city concurrently with submission of its bid on a contract for construction of a city sewer. A judgment for plaintiff was entered by the Circuit Court, Multnomah County, Walter L. Tooze, J., and the defendants appealed. The Supreme Court, Rossman, J., held that where bidder on contract for construction of city sewer, who made a mistake in its computation in that it inadvertently omitted cost of the steel required for reinforcement of the concrete sewer, apprised city of the mistake and asked to withdraw bid before city did anything concerning the bids except to open them, and the disparity between the bid and the next higher bid as well as estimate prepared by city's board of engineers caused city officials to suspect that a mistake in the bid had been made even before being informed thereof by bidder, the bidder was entitled to withdraw bid and to recover its deposit

Decree affirmed.

1. Contracts ⇐93(1)

An offer and an acceptance are deemed to effect a meeting of the minds, even though offeror made a material mistake in compiling his offer, provided acceptor was not aware of the mistake and had no reason to suspect it, but if acceptor knew of the mistake, and if it was basic or circumstances were such that he, as a reasonable man, should have inferred that a basic mistake was made, the meeting of the minds does not occur.

2. Municipal corporations ⇐333, 335(1)

Where bidder on contract for construction of city sewer, who made a mistake in its computation in that it inadvertently omitted cost of required steel, apprised city of the mistake and asked to withdraw bid before city did anything concerning the bids except to open them, and the disparity between the bid and the next higher bid as well as estimate prepared by city's board of engineers caused city officials to suspect that a mistake in the bid had been made, the bidder was entitled to withdraw bid and to recover its deposit.

Lloyd V. Weiser, of Portland, argued the cause for respondent. With him on the brief was C. C. Hall, of Portland.

Virgil H. Langtry, Deputy City Attorney, and Darrel L. Johnson, Deputy City Attorney, of Portland, argued the cause for appellants. With them on the brief were Alexander G. Brown, City Attorney, John F. Reynolds, Deputy City Attorney, and J. Robert Jordan, Deputy City Attorney, all of Portland.

On the brief of counsel amici curiæ were George Neuner, Attorney General, J. M. Devers, Assistant Attorney General, Chief Counsel, Oregon State Highway Commission, Samuel A. Hall, Assistant Attorney General, and C. W. Enfield, Assistant Attorney General.

Before LUSK, C. J., and BRAND, BELT, ROSSMAN, BAILEY, HAY and LATOURETTE, JJ.

ROSSMAN, Justice.

This is an appeal from a decree of the Circuit Court which (1) held that the defendants had no right to the sum of $21,472.21 which the plaintiff deposited with the City of Portland, one of the defendants-appellants, concurrently with the submission of a proposal made by the plaintiff for the construction of a city sewer; (2) decreed that the plaintiff is entitled to judgment against the City in the amount of $21,472.21; and (3) ordered the other defendants-appellants to pursue the course requisite to the return to the plaintiff of the money just mentioned.

The plaintiff, which is a corporation, is engaged in construction work. The defendants are the City of Portland, its Mayor and Commissioners. The Mayor and the Commissioners have no personal interest in this controversy and, accord-

ingly, in lieu of using the terms "defendants" or "appellants", we shall speak of the City.

The plaintiff deposited with the City the aforementioned sum of $21,472.21 concurrently with the submission of a bid made in the course of competitive bidding for the construction of a sewer. It claims that when it compiled its bid it inadvertently omitted the cost of one item, steel, which constituted a part of the contemplated construction work. The plaintiff apprised the City of the purported mistake before the City did anything concerning the bids except to open them, and at about the same time requested permission to withdraw its bid.

The City presents two assignments of error. The first is: "The Court erred in its findings of fact with reference to the first cause of suit."

The second is: "The Court erred in finding that the plaintiff is entitled to be relieved from the consequences of its bid on account of the alleged mistake."

The nature of the first assignment of error is better indicated by the following contentions into which the City subdivided it:

"The mistake was not an honest mistake and was not free from culpable negligence on the part of the plaintiff. The mistake was not discoverable from the bid made.

"The City of Portland was damaged in the sum of approximately $143,000.00 after credit is given to the plaintiff for all of the mistake that it claims."

The assignments of error can be considered concurrently.

January 14, 1948, the City advertised for proposals for the construction of a project known as the Columbia Boulevard Unit of the City's Sewer and Sewage Disposal Project. The notice required all bids to be in the City's possession not later than 2:00 p. m., February 5, 1948, and stated: "All Proposals must be upon the regular blank forms furnished with the Specifications, and must be accompanied by a certified check for an amount equal to or exceeding five percent (5%) of the total bid."

The notice also said: "The right is reserved by the City to reject any or all bids, or to accept the proposal which appears most advantageous."

The contractors who submitted proposals were furnished with instructions, specifications and plans. A page of the instructions said:

"Each bid must be accompanied by a certified check on a bank in good standing, payable to the City Treasurer, for an amount not less than five percent (5%) of the total extended amount of the bid. Such check shall be forfeited to the City as liquidated damages in case the Bidder fails or refuses to enter into a contract and furnish a satisfactory bond within Ten (10) days (Sunday excepted) after notice to him that his bid has been accepted.
* * *

"The City reserves the right to reject any or all bids, or to waive irregularities not affecting substantial rights."

The proposal of the plaintiff, which was entered upon a form prepared by the City, said: "Accompanying this Proposal is certified check on Canadian Bank of Commerce for the sum of $25,000.00 according to the conditions of the advertisement and instructions to bidders. If this Proposal shall be accepted by the City of Portland and the undersigned shall fail to execute a satisfactory contract and bond, as stated in the Instructions to Bidders hereto attached, within Ten (10) days (Sundays excepted) from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and thereupon this contract shall be null and void, and the cash or certified check accompanying this Proposal shall be forfeited to and become the property of the City of Portland, otherwise the certified check accompanying this Proposal shall be returned to the undersigned."

The check for $25,000.00 was more than five per cent of the plaintiff's bid. The excess was returned to the plaintiff when this controversy occurred, and only $21,472.21, the amount of the challenged judgment, is in issue.

Five proposals were submitted to the City. The plaintiff's, in the amount of $429,444.20, was the lowest. The next higher was submitted by the Guy F. Atkinson Company in the sum of $671,600.00. The other three were $673,832.06, $684,891.50 and $1,217,799.60. The estimate made by the City's Board of Engineers, but undisclosed to the bidders prior to the submission of bids, was $632,000.00. The City had segregated the entire undertaking into 31 units and required all bidders to divide their proposals into 31 units. The total for the 31 units represented the aggregate bid.

According to the complaint: "Shortly after said bids were opened, and prior to awarding said contract to any bidder, the plaintiff herein discovered that it had made an honest mistake in its bid and had erroneously omitted from its unit bid from which its total bid was compiled and made up, the steel required for the reinforcement of said concrete sewer, in the amount of $99,225.68."

As we shall presently see, the City concedes that the mistake was made. It terms the mistake a culpable one.

The evidence which the parties submitted is virtually free from contradiction. The issue which it presents is largely one of inference drawing. The findings of fact state:

"The plaintiff inadvertently omitted from its bid, the reinforcing steel required in the plans and specifications in the construction of the sewer, of a total cost of $99,225.68."

"On the day following the opening of the bids, a representative of the plaintiff orally invited the attention of the City Engineer of the City of Portland to the fact that it had made a mistake in its bid."

"While the Board of Engineers * * * had under consideration the several bids, including that of the plaintiff, and before it made any report or recommendation * * * respecting the same, and before the City of Portland awarded said contract to plaintiff, the City Engineer * * * was advised by the plaintiff that the error claimed had to do with the omission of the cost of the steel from its bid."

"February 9, 1948, the plaintiff wrote the City Council * * * a letter received by it on February 11, 1948, in which the plaintiff advised the defendants that it was withdrawing its bid due to an error in assembling the bid made by its estimating department in estimating the project, and advising that it would be impossible for the plaintiff to proceed with the project without considerable loss to the plaintiff and requesting a return of the certified check * * *."

"Up to the time of the receipt of said letter by the defendants and for some ten days thereafter, none of the bids had been accepted by the defendants, and that on February 26, 1948, the plaintiff's bid was accepted by the defendants * * *."

"February 26, 1948, and prior to the acceptance of the plaintiff's bid by the defendants, the plaintiff addressed and delivered a further communication to the City, again advising the defendants of its mistake in computing its bid, requesting that it be permitted to withdraw said bid and stating that it would be impossible for the plaintiff to complete the contract for the amount of its bid without great financial loss."

"March 3, 1948, the plaintiff, in writing returned to the City Auditor * * * the copies of the proposed contract * * *."

"March 19, 1948, the defendants awarded the contract to the Guy F. Atkinson Company without readvertising for bids and declared a forfeiture of the plaintiff's deposit, * * *."

"The plaintiff made a substantial mistake in its bid; that said mistake was an honest mistake and was free from culpable negligence on the part of plaintiff; that said mistake was apparent on the face of plaintiff's bid when compared with the bids of the other bidders and with the estimate of the City of Portland Engineers for the estimated cost of said project; * * *."

"The City of Portland, Oregon, was not injured by the plaintiff's mistake, its position not being changed thereby, and suffered no damage."

We have said that the City concedes that the plaintiff made the alleged mistake; for instance, the City's brief states: "While it appears clear from the evidence introduced that the plaintiff actually overlooked including reinforcing steel in every unit of the bid which required reinforcing steel, it is not clear that such mistake was made except through more than ordinary negligence. Furthermore, the evidence indicates that this error may well have resulted from willful negligence on the part of the plaintiff. In the statement of the case, it was noted that in both Paragraphs 3 and 6 of the instructions to bidders, the plaintiff was warned against unbalancing its bid. The evidence clearly indicates that the plaintiff unbalanced its bid and then forgot to balance it on another item, * * *. It was the contention of the City in the lower court that although the comparatively low amount of the plaintiff's bid would be some indication that an error had been made, yet such error cannot be found by an investigation of the face of the bid, * * *. The City also contended that the mistake in figuring steel, which the evidence indicates was made, although substantial, did not, by approximately $143,000.00 account for the difference between the plaintiff's bid and the next higher bid * * *."

The City claims that in submitting its bid the plaintiff resorted to the unbalancing method. A contractor who unbalances a bid employs a low cost for one unit of construction and a correspondingly higher one for another unit. One of the provisions of the instructions said: "Contractors are warned against unbalancing their bids." Nevertheless, the City Engineer testified: "A smart bidder will do it"; that is, unbalance his bid. Evidently many contractors employ the method. The work in question was divided by the City into 31 units. The first two were:

"6770 lin. ft. 102" by 102" semi-elliptical concrete arch sewer, complete, at $——— per lin. ft. $———."

"30 lin. ft. 102" semi-elliptical concrete arch sewer constructed to El. 37.0 only, at $——— per lin. ft. $———."

We assume that under the unbalancing method one who thought that the job would involve substantially less than 6770 lineal feet on Item 1 and much more than 30 lineal feet on Item 2 would submit a low rate per lineal foot on Item 1 and a high rate per lineal foot on Item 2. The City does not claim that the unbalancing method is unlawful. Apparently the plaintiff's estimators employed that method, but their failure to include in the bid the cost of the reinforcing steel was not the result of the use of the method; the failure to include the cost of the steel in the bid was an oversight.

The plaintiff's proposal was compiled by its chief estimator who was also its superintendent of construction. He was assisted by at least three other employees of the plaintiff, and the final tabulations were reviewed by one Lee Irving, president of the plaintiff. The plaintiff did not receive a bid upon the cost of steel from a dealer in steel until the day before the bid was submitted. Due to the fact that the City required all proposals to be segregated into 31 units, which made up the entire project, and to the further fact that the specifications required steel in twelve of the units, it was necessary for the estimator to apportion the entire cost of the steel into twelve units. The apportionment was never made, and the proposal did not include a single penny for steel. Possibly the late hour at which the steel bid was received by the plaintiff may have played its part in causing the mistake. Plaintiff's estimator explained that compiling the cost of a large undertaking places the estimator "under quite a strain * * *. We worked late the night before and got up early the next morning." Mr. Irving, referring to the sub-bid on the cost of the steel, testified: "That is the only sub-bid we had on the job. It just didn't get in in the rush, I guess, at the last minute to get this bid together."

When the reading of the bids disclosed the large discrepancy between the plaintiff's and the others, plaintiff's officers surmised that an error may have been committed and at once returned to their worksheets.

The day following they discovered that nothing had been included in the proposal for the cost of steel. On that day Mr. Irving called upon the City Engineer and told him of the mistake.

Mr. John W. Cunningham, a member of the Board of Engineers, to which the City entrusted this project, termed the discrepancy between the plaintiff's and the City's estimate as "a very decided difference," and added, "Yes, it impressed me as a very low bid." From the testimony of Mr. Ben Morrow, City Engineer, we take the following:

"Q. Is there anything in the tabulation of bids that you find there which could lead you affirmatively to believe that a mistake had been made in the Rushlight bid? A. That is rather a tough question to ask, but as a matter of fact, just looking at it, you wouldn't necessarily say that until you looked at the total quantities—total bid as compared with the others. I don't think anybody looking the thing over would say, Here is where the mistake is, there is a mistake in it, if that is what you mean.

"Q. Is there a patent error that shows in those bids? A. No, not as such.

"The Court: I suppose, Ben, you figure the City got a pretty good deal when that bid was as low as it was?

"The witness: In this particular estimate I would certainly say that."

Mr. Morrow testified that while the bids were being read, the smallness of the plaintiff's "scared us to death * * * and we thought, By George, there is a Santa Claus or something or other." The City's brief says: "The grossly disproportionate amount of variation between bids strongly indicates the possibility of error."

The failure to include the cost of the steel accounts for only $99,225.68 of the difference between the plaintiff's and the Atkinson bid. There remains $143,000.00 for which no explanation has been given, unless it is found in the unchallenged suggestion made by the City that when the plaintiff unbalanced one item of its bid it failed to balance it upon another. The City suspects Items 1 and 16. The suggestion appears to have merit.

We observe that $99,225.68, the amount of the omitted steel item, is slightly more than 23 per cent of $429,444.20, the amount of the plaintiff's bid.

The foregoing will suffice as a review of the evidence. We employed in our review parts of the findings of fact because those findings, apart from the conclusions stated therein, are not in dispute.

As we said, the City concedes the mistake concerning the steel item which the plaintiff's officers, to their manifest embarrassment, described. The plaintiff prays that its mistake be deemed excusable; the City insists that the error was a culpable one and links it to the contention that the plainiff disregarded the instructions and unbalanced its bid. As we have already said, the unbalancing of the bid played no part in the making of the mistake about the steel.

So far as we can ascertain, the plaintiff's bid was compiled by an adequate staff of estimators. No one challenged the competence of the estimators nor questioned the methods they pursued. The record shows that one of the estimators, after having calculated the amount of earth that would have to be moved in one phase of the construction work, called upon a member of the City Board of Engineers for the purpose of comparing his estimate with that made by the board. He found that the two were virtually the same. That fact and an occasional other one mentioned in the record tend to show that the estimators were careful.

One who considers in the cloistered calm of appellate court chambers the mistake which the plaintiff made is prone to indict. Tranquil repose magnifies mistakes made by those who work under stress and strain. It is even inclined to condemn alacrity and insist upon such methodical care that error will be virtually eliminated. Courts, however, cannot create a Utopia and must deal with the realities of life. Contractors who compute estimates do not work under ideal conditions. The record shows that those who computed the plaintiff's bid were compelled to cope with conditions which afforded error opportunity

to steal in. The trial judge who saw the witnesses, and who himself questioned some of them, recited in his findings that the mistake was excusable and not culpable. We know of no reason for rejecting that finding; we think that the evidence warrants it.

We believe that it is manifest from the evidence that the difference between the plaintiff's bid and the next higher was so large that all of those concerned with the undertaking were rendered uneasy. The plaintiff's officers at once returned to their work sheets, fearing that they must have committed a mistake. The City Engineer, according to his own words, found the variation so great that it "scared us to death." A member of the Board of Engineers, who seemingly expressed himself in wary words, described the plaintiff's bid as "a very low" one and termed the difference between it and the City's estimate "a very decided difference." The bid aroused suspicion in all minds. We think that the difference apprised the City that a mistake had probably occurred.

It is true, as already indicated, that the steel item accounts for only $99,225.68 or 41 per cent of the total disparity of $242,155.80 between the plaintiff's and the next higher bid. Therefore, it alone did not provoke the misgivings. The $99,225.68 was a substantial part of the total difference. The variation between the second and third high bids was only $2,232.06. The difference between the second and the fourth high bids was $13,291.50. The material fact is that the omission of the steel was a substantial factor in reducing the bid to such a low amount that the city officials surmised that it was too good to be true.

The parties, aided by amici curiæ, have argued at length the legal principles which they deem applicable to the controversy. Their briefs contain numerous citations to the authorities.

In support of the proposition that "the majority rule is that a bidder cannot withdraw his bid after the bids are opened," the City cites the decisions of which we will now take notice.

The first citation is Northeastern Construction Co. v. City of Winston-Salem, 4 Cir., 83 F.2d 57, 60, 104 A.L.R. 1142. The City of Winston-Salem, after advertising for proposals for the construction of a sewer, received four, the lowest being that submitted by the defendant, Northeastern Construction Company. That bid was accompanied by a bond executed by the other defendant, United States Guaranty Company, wherein the guarantor promised to pay the city $12,000 if the construction company was awarded the work and failed to sign the contract. After the bids had been opened, the city notified the Northeastern Company that it had accepted its proposal, but added that it had eliminated from the contemplated work 20,000 feet of sewer lines which were part of the project included in the advertisement for bids. The 20,000 feet were 15 per cent of the advertised project and thus the city awarded to the defendant only 85 per cent of the work covered by the submitted bids. The advertisement for proposals stated: "The entire work is to be let in one contract." The construction company refused to sign the contract for 85 per cent of the work and thereupon the city instituted action upon the bond. The decision said: "The sole question necessary to be considered upon this appeal is whether the alteration made by the board of aldermen of the plaintiff after the bids had been opened, in the amount of work to be contracted, was such a material alteration, in the terms of the proposal, as justified the Construction Company in refusing to carry out the contract."

The court held the alteration material and concluded that the plaintiff was not entitled to prevail. Obviously, the City does not depend upon the holding in that case as a precedent for this one, but it quotes dictum from that decision which it deems material. We think it is better to resort to statements of principle made by courts which deciding cases involving issues similar to the one before us.

The City's brief describes City of Baltimore v. J. L. Robinson Construction Co., 123 Md. 660, 91 A. 682, 683, L.R.A.1915A, 225, Ann.Cas.1916C, 425, as "a case much

similar to the instant case." The facts of that case were that the City of Baltimore advertised for bids to construct a schoolhouse and received one from the plaintiff, which proved to be the lowest. A statute which regulated proposals for contracts with the City of Baltimore said: "To all such bids there shall be attached a certified check of the bidder upon some clearing house bank, and the bidder who has had the contract awarded to him, and who fails to promptly and properly execute the required contract and bond, shall forfeit said check. The said check shall be taken and considered as liquidated damages, and not a penalty, for failure of said bidder to execute said contract and bond. * * * The amount of said check shall be five hundred dollars, unless otherwise provided by ordinance, * * *."

The court, referring to the statute, said: "It will be noticed that, in plain terms, the section directs that the bidder shall deposit a certified check to indemnify the city in case he, as the successful bidder, fails to execute the contract and furnish a bond; that bids when filed are irrevocable; and that the contract shall be awarded to the lowest responsible bidder. It certainly must be that there was the intention that these explicit directions should have some force and meaning. We must ascribe a reasonable construction to them or we render the statute a mere nullity."

After the bids had been opened the plaintiff discovered that, in making its tabulation of the cost of the various items, it had entered for the heating and ventilating system $952.13, whereas the correct sum was $11,952.13. Its request to be permitted to withdraw the bid was denied and the contract was awarded to it. It refused to sign the contract and thereupon the City declared the deposit forfeited and re-advertised for bids. Still later the bidder filed the declaration to recover the deposit of $500 which precipitated the action under review. In holding that the money could not be recovered, the decision said: "This may seem a hardship upon a bidder who has actually made a mistake, but if the statute is to have any effect that must be the result. The statute is an essential part of the proposal, and the bidder makes all its terms and conditions an obligation upon himself when he submits a bid."

We quote further from the decision: "The case of Moffett, Hodgkins & Clarke Co. v. City of Rochester, 178 U.S. 373, 20 S.Ct. 957, 44 L.Ed. 1108, relied upon by the appellee, was upon a bill in equity for a reformation of the proposal, and therefore is not authority for the form of action in this case. In fact all of the cases cited by the appellee, are cases in equity and in the most of them there was no statute involved."

Therefore, it is clear that the form of the proceeding and the terms of the statute were material in the court's mind.

West Chicago Park Commissioners v. Carmody, 139 Ill.App. 635, is cited by the city. It appears from that opinion that the park commissioners advertised for bids for some work which they wished performed. The advertisement required each bid to be accompanied with a deposit of $500. The plaintiff made a bid and also the necessary deposit. His proved to be the lowest bid. The commissioners notified him of that fact and repeatedly requested him to sign the needed contract and file an undertaking. The plaintiff never signed the contract nor did he file the bond. Shortly he claimed that on account of the recent death of his wife he had been rendered nervous and had been advised by a physician to discontinue his business. The park commissioners awarded the contract to another bidder and forfeited the plaintiff's deposit of $500. Later, the plaintiff instituted an action of assumpsit to recover the deposited money. Evidently the court, in holding that he was not entitled to recover, had no faith in his excuse of sickness, for it declared: "The excuses which he gives for so failing and neglecting are of the most flimsy character. * * * Our impression from the evidence is, that plaintiff, for some reason best known to himself, desired to relieve himself of the responsibility cast on him by the acceptance of his bid, and perhaps this was worth $500.00 to him."

The plaintiff in that case made no claim of a mistake.

Both the City and amici curiæ cite Robinson v. Board of Education, 98 Ill.App. 100. That decision was based upon an action filed by the plaintiff [appellant] for the recovery of a deposit of $560, which he made concurrently with the filing of a bid for work incidental to the construction of a schoolhouse. The plaintiff's bid was $18,600. He claimed that he made an error of $10,000 in footing the items which entered into the total. A condition of all the bids was: "If any proposal shall be withdrawn before the conclusion of the second regular meeting of the board following the receipt of the proposal, the deposit accompanying it shall be subject to forfeiture and retention by the board as liquidated damages."

The bids were opened and the contract was awarded to the plaintiff who rejected the tendered contract. As a witness, he claimed that he discovered his mistake before the opening of the bids and mentioned it at that time to the defendant's architect. The decision, however, says that the defendant, "as the preponderance of the evidence clearly shows, first knew that the appellant claimed a mistake in his bid some time after the contract had been awarded to him." The decision held: "Conceding that appellant notified the board of his mistake, and that he requested to withdraw his bid at the time when he claimed to have done so, it was at a time before the conclusion of the second regular meeting of the board following the receipt of the proposal and the deposit of appellant by appellee. This made appellant's deposit subject to forfeiture as liquidated damages by the appellee under the terms of his bid."

Crilly v. Board of Education of City of Chicago, 54 Ill.App. 371, receives much attention in the City's brief. In that case the plaintiff submitted a written bid upon the masonry work of a proposed schoolhouse and accompanied it with a check for $630. "The deposit was made under a rule of the defendant which required deposits and provided that any bidder awarded a contract who refused to proceed should forfeit his deposit. The plaintiff was awarded the contract, but refused to accept it under a claim that he made an error of $3,000 in writing his bid. The trial court referred the issues to a master who reported that the evidence was insufficient to warrant a finding that an error was made. From the decree in favor of the defendant, the plaintiff appealed. In affirming the decree, the appellate court said: "We are not prepared to say that the master was not correct in both conclusions. The proof to establish a mistake in a material part of a contract ought to be free from suspicion, clear and convincing." It held that the plaintiff's evidence did not meet those standards.

A decision which appears to be more nearly akin in its facts to the instant case than the three Illinois Appellate Court decisions just reviewed is Bromagin v. City of Bloomington, 234 Ill. 114, 84 N.E. 700, 701. It is not cited in the briefs. The City of Bloomington had published notice that sealed proposals would be received for laying a water main. The plaintiffs, Bromagin and Shade, formed a partnership on the last day for submitting bids and in haste made their estimates. In preparing the bid, they inadvertently used the weight per foot of iron pipe for the price per foot and in that way bid approximately $6,000 less than they had intended. Their bid was $25,567.02, and accompanying it was a certified check for $2,800. The trial court entered a decree for the plaintiffs, which permitted rescission of the bid and restrained the City from forfeiting the $2,800. Upon appeal, the decision said: "Upon a hearing the master found, in substance, that appellees were not guilty of negligence before the awarding of said bid. * * *; that within five hours after the awarding of said contract to appellees they discovered the said mistake and notified the city attorney of said city, * * *."

Continuing, the decision said:

"When the bids were opened the inadequate price quoted on 16-inch pipe by appellees was noticed by the city engineer,

and the attention of the other members of the board of local improvements called to it.

"The bid submitted showed by one item thereof that appellees proposed to furnish and lay 6020 feet of 16-inch pipe for a sum therein designated. This sum was less than they could purchase this pipe for, leaving out of consideration the expense of laying the same. The city engineer, who was a member of the board of local improvements, observed this fact and acquainted the other members of the board therewith. It seems apparent, therefore, that the board of local improvements accepted the bid knowing that this mistake had been made. It is suggested that the board could not know but that appellees may have fixed this item at less than its actual cost and fixed other items at a correspondingly high price so that upon the whole they would be able to realize a profit from doing the work at the total of the bid."

That statement, of course, had reference to a purported use of an unbalanced bid. Going on, the decision said:

"This argument is without merit, for the reason that the city reserved the right to accept bids as to any part of the work and to reject them as to other parts thereof, so that, save for the mistake, the city might have accepted this bid as to this 16-inch pipe and rejected it as to all other items therein contained. Bromagin discovered the error in his bid and notified the city attorney of the same and asked to be relieved from any further obligation on the day and within five hours after the bid was accepted and before any contract had been actually signed. It does not appear but that the city, after Bromagin called on the city attorney, could have accepted some one of the other bids made. Under these circumstances the court properly decreed the relief sought by the bill. Moffett, Hodgkins & Clarke Co. v. City of Rochester, 178 U.S. 373, 20 S.Ct. 957, 44 L.Ed. 1108; Board of School Com'rs v. Bender, 36 Ind.App. 164, 72 N.E. 154.

"The appellants place great reliance upon Steinmeyer v. Schroeppel, 226 Ill. 9, 80 N.E. 564, 10 L.R.A.,N.S., 114, 117 Am.St. Rep. 224. This case is distinguished from that in two respects: First, here there seems to have been some reasonable excuse for the error made in calculating the bid. There was no such excuse in the Steinmeyer Case. Second, here the party to whom the bid was made knew of the mistake at the time the bid was accepted. It was not so in the case in 226."

The City depends upon Steinmeyer v. Schroeppel, 226 Ill. 9, 80 N.E. 564, 10 L.R.A., N.S., 114, 117 Am.St.Rep. 224, mentioned in the quotation, and we will shortly review that decision. It will be noticed that in the words quoted the court which wrote that decision differentiated it from a set of circumstances substantially similar to those before us.

Both the City and amici curiæ cite and quote from Kimball v. Hewitt, Mayor, Com.Pl., 2 N.Y.S. 697, affirmed at General Term, 15 Daly 124, 3 N.Y.S. 756. The decisions in that case were based upon a suit by a taxpayer to enjoin the officials of the City of New York from awarding a contract for electric lights to some bidders to whom the officials proposed to award the contract. The city, after advertising for bids, received several, including one from a concern entitled New York Electric Construction Company. After the bids had been received, but before any of them had been opened, the aforementioned Electric Company was permitted to withdraw its bid. When the officials manifested an intention to award the contract to one of the remaining bidders, the suit under consideration was filed. Nothing stated in either of the opinions indicates that the Electric Company claimed that it had made a mistake in computing its bid. The decision at Special Term, 2 N.Y.S. 697, 699, intimated that the taxpayer in whose name the suit was filed was not the real party-plaintiff and that "somebody who had a private purpose to accomplish" sponsored the suit. It took note of the fact that an official of the Electric Company filed affidavits in support of the suit and described that concern as "a mere paper company," possessing neither plant, wires nor franchise. Referring to the Electric Company, the decision, at General Term, said:

"* * * There is strong reason to suspect that that company, and not the plaintiff, is the real party in interest here." It is evident that that decision was not concerned with a mistake made by a bidder nor with any issue present in the case before us; in fact, the injunction, sought by the suit, was denied.

Both the City and amici curiæ depend upon Brown v. Levy, 29 Tex.Civ.App. 389, 69 S.W. 255, 258, which affirmed a judgment for the defendant entered in the trial court after it had held that plaintiff's petition entitled him to no relief. The defendant was a property owner desirous of building a hotel. The plaintiff was a contractor who submitted a bid of $64,000 and accompanied it with a deposit of $500. After his bid had been accepted he claimed that he discovered that in adding some figures he made a mistake of $10,000 and that, accordingly, his bid should have been $74,000 and not $64,000. The owner, however, insisted that the bid had been accepted, and refused to relieve the contractor from his purported error. The court said: "* * * This shows a consummated agreement, constituting a binding contract, unless the mistake made by the plaintiff in procuring data for his bid should be held sufficient to release him from the contract. That it should not be given that effect is, we think, quite clear. The petition fails to show that the defendant was in any wise responsible for the mistake referred to." When we later consider Leonard v. Howard, 67 Or. 203, 135 P. 549, we will again mention the decision just reviewed.

Those are the authorities upon which the City relies to support its contention: "The majority rule is that a bidder cannot withdraw his bid after the bids are opened."

Next, the City submits this proposition: "In cases of this nature the rule of equity that forfeitures are not looked upon with favor does not apply. The forfeiture of such a deposit is not a penalty but rather an agreement between the parties as to what the liquidated damages will be in the event that the bidder refuses to enter into a contract." It cites the decisions which we will now review.

City of Portsmouth v. Portsmouth & Norfolk Corp., 122 Va. 258, 95 S.E. 278, was begun as an action in assumpsit to recover a deposit of $5,000 which the plaintiff made concurrently with the filing of a bid. The bid was accepted and the city awarded the contract to the plaintiff, but it declined to execute the tendered contract. Its refusal of the contract was not due to any mistake, but, as stated in the opinion, "admittedly by reason of its inability to finance the undertaking and for no other cause." Almost five years after it had refused the contract, the plaintiff instituted the action under review to recover the deposited money. The ordinance which specified the terms of all bids said: "Each bidder is required to accompany his bid with a certified check payable to the city treasurer in the sum of five thousand dollars—to be forfeited to the city as liquidated damages should he fail to comply with his bid and execute the contract * * *." The plaintiff contended that the insertion of that provision in contracts was ultra vires the powers of the city. The court ruled otherwise and held that the city was entitled to the deposited money.

Next, the City cites McCormick v. City of Uniontown, Pa.Com.Pl., 4 Fay L.J. 151, 55 York 55. The plaintiff in that suit submitted a bid upon some public work and, pursuant to requirements, accompanied his bid with a check for $3,500. The check was given with the understanding that it would be forfeited as liquidated damages if the plaintiff was awarded the job and failed to execute a contract in conformity with the form incorporated in the call for bids. The plaintiff's bid was accepted, but he refused to sign the tendered contract because he discovered, so he claimed, an ambiguity in the instrument and wished it removed. In holding that reason insufficient, the court declared: "From section B-20 of the instructions to bidders attached to the statement it would seem that any such request for interpretation should have come before the bid was made." It will be recalled that the prospective contract was incorporated in the call for bids.

City of Baltimore v. J. L. Robinson Construction Co., supra, which is the third authority upon which the City relies, is reviewed in a previous paragraph of this opinion.

The City next cites Village of Morgan Park v. Gahan, 136 Ill. 515, 26 N.E. 1085, which was based upon an action filed by a contracting firm for the recovery of $1,100 which they deposited with a bid. The village had advertised for bids and the plaintiffs' proved to be the low one. It was accepted and the plaintiffs were requested to sign the contract. They declined to do so on the ground that when they bid there was no legal assessment existing out of which to pay for the work and that they did not discover that fact until after they bid. The call for bids did not state that the contract price would be paid from funds raised by any particular assessment, and so the court, in denying relief to the plaintiffs, said: "* * * It cannot, therefore, be said that a particular assessment entered into the contract created by said offer, bid, and acceptance. * * * It will scarcely be contended, that if appellees had entered into the contract, and gone on with the improvement, and the assessment had proven so irregular as that it could not have been collected, appellees would thereby have been deprived of receiving compensation for their work * * *. If, when they had completed the contract upon their part, the assessment proved illegal, and therefore unavailing as a fund to pay them the contract price for their work and material, the village board would have been bound to make another assessment * * *. These various sections expressly provide an adequate remedy for anyone who shall have contracted with a city or village to be paid out of a special assessment, * * *." That was an instance in which the purported mistake concerned an immaterial fact.

Robinson v. Board of Education, supra, the next authority upon which the City relies, is reviewed in a preceding paragraph of this opinion.

The last citation made by the City in support of the proposition under consideration is Wheaton Building & Lumber Co. v. City of Boston, 204 Mass. 218, 90 N.E. 598, 600. The plaintiff in that case, in response to an advertisement, submitted a bid for the construction of a schoolhouse, which was accepted. Later, after he had declined the contract, the deposit which accompanied his bid was forfeited. He had not withdrawn his bid before its acceptance. After his deposit had been forfeited he instituted an action for its recovery, based partly upon a contention that a portion of the specifications which concerned steel work were ambiguous and that he had interpreted them differently from the city. He made no claim that the city knew of his construction when it accepted his bid. The lower court held against the plaintiff and the decision under review, in affirming the resulting judgment, said: "* * * The specifications were not capable of reasonable misconstruction. * * * It is only when the phrase of the contract has no obvious meaning, or is reasonably capable of diverse interpretation and was in fact differently understood by the parties, that there is no agreement. * * * The erroneous interpretation of the language of the specifications was not induced by anything said or done by any agent of the defendant."

Later, when we consider Leonard v. Howard, supra, we shall again mention the decision just reviewed.

Next, the City submits this proposition: "The rule of equity contended for by plaintiff will relieve against a unilateral mistake only where unconscionable advantage would be taken of the mistaken party, where the mistake was made without bidder's negligence, and then only when the parties can be placed in status quo, without injury to the other party." We shall now review the decisions submitted in support of that statement. John J. Bowes Co. v. Inhabitants of Town of Milton, 255 Mass. 228, 151 N.E. 116, 118, was a suit in equity brought to compel the return to the plaintiff, a bidder, of a check for $2,500 which it had deposited to assure the city that the plaintiff would sign a contract if its bid was accepted. The plaintiff's bid, which was the lowest, was $201,784.00. The defendant's committee found that the

available funds were insufficient to warrant the defendant in going ahead and thereupon the defendant's architect made some revisions in the plans for the purpose of reducing cost of construction. After the plaintiff had reviewed the revised plans it agreed to reduce its bid $15,164.00, and thereupon the defendant's committee voted unanimously to award the contract to him. At that juncture the president and the treasurer of the plaintiff were called before the committee and were told of the action taken. According to the finding of the master, which was approved in the decision under review, the president of the plaintiff was pleased at the action taken by the committee and was satisfied with the terms of the contract which was placed before him. Later, when the plaintiff received information that its bid was much lower than the nearest competitor, it claimed it had made mistakes totaling $7,174.00 and that it would have to increase its bid $16,800.00. In holding that the suit could not be maintained, the court said: "The principle ground upon which the plaintiff contends that it is not bound by the proposal and acceptance is that the amount finally bid of $184,020 was due to a miscalculation of the sum for which it would construct the building. It is well settled that where a contract has been entered into under a mutual mistake concerning a material fact a court of equity will grant relief. It is equally well settled in this commonwealth that a mistake of but one of the parties to a contract is not a ground for relief either in law or equity. [citations] There was no mistake on the part of the members of the committee who acted for the town; they acted in good faith without any knowledge that the plaintiff had made any mistake in the submission of its bid." That, therefore, was an instance in which the revised bid was accepted in good faith without any information of an infirmity in the bid.

Next, the City cites Crilly v. Board of Education, supra, which is reviewed in a previous paragraph of this opinion.

Daddario v. Town of Milford, 296 Mass. 92, 5 N.E.2d 23, 24, 107 A.L.R. 1447, is much cited by the City and, concerning it, its brief says: "The Daddario case seems to be almost in point with the instant case." It was a suit in equity to compel the return of a certified check for $5,000 which the plaintiff had deposited with the defendant to accompany a bid for the construction of a sewage treatment plant. The construction work was to be done under an agreement with the Federal emergency administration of public works, whereby the Government agreed to contribute 45 per cent of the cost of the work. A vote of the town that authorized the project rendered the latter subject to the rules of the Federal public works administration, which provided that the contract should be awarded to the lowest bidder, and rendered the award subject to the approval of the State director of public works. The published notice which invited bids stated that the work was a public works administration project and that no award could be made by the sewer commissioners without the authorization of the State director of public works. It also declared that for a period of 30 days after the opening of bids no bid could be withdrawn. Each bidder was required to accompany his bid with a certified check for $5,000, to be forfeited as liquidated damages if, after acceptance of his proposal, he refused to sign the contract. The plaintiff's bid was the lowest. Two days after the opening of bids the plaintiff requested permission to withdraw his bid, claiming that he had made errors in computing its amount. He wrote: "My price on 1-2-4 concrete was to be $26.50 a yard, instead of $16.50 a yard and on the 1-2 ½-S was to be $20 instead of $10 a yard." The sewer commissioners granted his request and awarded the contract to the second low bidder. At that juncture the Federal emergency administration of public works refused to approve what had been done and insisted upon a forfeiture of plaintiff's deposit. Then the sewer commissioners yielded to the authority of the public works administration and, rescinding their action, awarded the contract to the plaintiff in accordance with his proposal. The plaintiff refused the contract and filed suit for the recovery of his deposited check. In

holding that the suit could not be maintained, the court said:

"The proposal signed by the plaintiff, by necessary implication, incorporated all the terms and conditions contained in the sewer commissioners' invitation to bid. * *

"In the case at bar an essential term of the proposal was that 'No bidder may withdraw his bid for a period of thirty days after the day set for the opening thereof.' * * * It is plain the essential terms of the proposal were (1) that the plaintiff, as bidder, would not withdraw his bid for a period of thirty days after the date set for opening the bids, October 29, 1935; (2) that the contract would be awarded to the lowest responsible bidder as soon as practicable after the opening of the bids, but not until the state director of the public works administration should have approved the award; and (3) that the certified check for $5,000 deposited by the plaintiff with his bid should be forfeited to the town as liquidated damages in case the plaintiff failed to execute the contract within ten days after notice of the award of the contract to him. * * *

"The plaintiff has no ground of complaint in that the sewer commissioners tried to allow him to withdraw his proposal. Both he and the commissioners knew that their action in this regard was subject to the approval of the State director. * * His mistake was not a mutual mistake of the plaintiff and defendant as to any essential matter connected with the contract, and it does not clearly appear that it was one of material fact, as distinguished from an unwise, hasty or careless statement of the prices intended to be bid."

Obviously, the court was required to hold that the controversy was governed by the rules promulgated by the Federal agency. It will be seen that the decision says that the plaintiff's mistake did not appear "one of material fact." The plaintiff claimed that he had used $16.50 instead of $26.50 in figuring 1-2-4 concrete and $10.00 instead of $20.00 in figuring 1-2 ½-5 concrete, but the decision does not mention quantities, nor the total amounts which were involved. If the total yardage was small, the mistake could not have been material.

Carpender v. City of New Brunswick, 135 N.J.Eq. 397, 39 A.2d 40, next cited by the city, deals with issues so foreign to those before us that we refrain from commenting upon it.

Apparently Leonard v. Howard, 67 Or. 203, 135 P. 549, 552, is the principal authority upon which the City depends. Its brief, referring to that opinion, terms the latter "very much in point." The brief amici curiæ cites that decision eight times and, referring to it, says that it involved "facts similar to those here presented." The plaintiff in that case, a general contractor who did business under the name of Leonard Construction Co., not Inc., held the contract for the construction of a hotel building in Portland. The defendants, A. L. Howard and P. Barger, were a partnership engaged in the plumbing business. The following events occurred: In October, 1911, the plaintiff gave the defendants a set of blueprints and specifications for the contemplated hotel building so that the defendants could enter a bid upon the plumbing work. The defendant, A. L. Howard, made an estimate, and October 27 the partnership handed the plaintiff a signed bid in the sum of $4,975.00. November 15 the plaintiff notified the defendants that their bid was accepted and on that day the parties signed a contract governing the plumbing work. At the same time they signed a set of blueprints which covered the plumbing work. The next day the plaintiff delivered to Barger a set of blueprints so that the firm could proceed with the plumbing work. November 17 the defendants delivered to the plaintiff a surety bond guaranteeing their faithful performance of the plumbing contract. Later, Barger notified the plaintiff that there was a discrepancy between the count of the plumbing fixtures made by Howard when he computed the bid and the number shown in the blueprints which he [Barger] had signed. The defendants notified the plaintiff that they would not perform the contract. At that juncture the plaintiff made formal demand upon the defendants and

their surety for the performance of the contract. After the defendants refused the demand, the plaintiff re-let the plumbing work at a price of $1,852 higher than the amount of the defendants' bid and brought the action under review for damages; that is, for the sum of $1,852. The answer of the defendants (1) denied all averments of the complaint except the part which alleged that the defendants were partners, and (2) alleged that (a) the blueprints which were delivered to the defendants after the contract had been signed were not the ones upon which they had bid, and (b) in all of the transactions culminating in the contract the Leonard Construction Company represented itself as a firm of several persons and that the defendants would not have submitted their bid had they known that the Leonard Construction Company was composed of one person only. The answer, as disclosed by the abstract of record filed in the case, closed with this prayer: "Wherefore these defendants pray judgment against the plaintiff for their costs and disbursements incurred herein." It will be seen that no equitable relief was sought. We have read the answer carefully, as set forth in the abstract of record filed in that case, and observe that it nowhere uses the term "mistake". It contains no averments of the kind found in pleadings which seek rescission, reformation or equitable relief. The essence of the answer was that the contract delineated in the complaint was not the one which the defendants signed. A jury trial resulted in a verdict and judgment for the plaintiff. The defendants appealed. An examination of the briefs filed in that case indicates that the defendants did not claim that any mistake had occurred, and that they sought nothing resembling rescission or reformation. They recognized that the cause was a legal action as distinguished from a suit in equity.

The opening paragraph of the opinion of this court began as follows: "We conclude from the evidence that the plans submitted to Howard were identical with those signed by Barger." In other words, no mistake had been made concerning the plans. The paragraph continued: "* * * The discrepancy probably arose from the failure of Howard to properly check up his work when he examined them. For this carelessness or mistake plaintiff cannot be held accountable; the mistake not being mutual, and no fraud on the part of plaintiff being charged or proved. * * * There is no such discrepancy between the bid submitted and the next higher bid as would justify us in saying, as a matter of law, that plaintiff was thereby put upon notice that Howard had made a mistake."

The decision also said: "We cannot assent to the proposition that by reason of the mistake made by Howard there was no 'meeting of minds' upon a contract. * * * They bid upon the contract, but by inattention overlooked some of the details, and bid too low. The case is not different from what it would have been had they correctly counted the articles to be furnished, and by some mistake or oversight miscalculated the cost of them, and thereby been misled into making an unprofitable bid. * * *; but in our opinion the evidence shows that the low bid made by them was the result of a mistake, and this mistake the result of Howard's careless examination of the plans. Under such circumstances neither law nor equity will help them: * * *."

It is seen from that opinion that the defendant partnership alone made the mistake and that neither the amount involved in the mistake nor any circumstance attendant upon the bid gave the plaintiff, when he accepted the bid, an inkling that a mistake had occurred. More than half a month had passed from the day when the bid was submitted until it was accepted; clearly, it was not snatched up. Those being the facts, the defendants, in order to prevail, were forced to contend that on account of their unilateral mistake no meeting of the minds had occurred; and, in order to succeed with that contention, had to submit as a proposition of law that if one party to a transaction misconceives a fact and, while laboring under the mistake, makes an offer, no meeting of the minds takes place if the other party accepts the offer wholly unaware of the fact that the offeror had misconceived something.

We pause in our consideration of Leonard v. Howard to observe that some legal scholars do not favor the "objective" theory in determining whether or not an exchange of an offer and an acceptance has effected a meeting of minds. Some prefer the "actual intent" theory. Williston, whose views have determined the content of the "objective" theory, Williston on Contracts, Rev.Ed., §§ 1573 and 2294, and Restatement of the Law, Contracts, see, for example, §§ 70, 71, 503 and 505, which embraces Williston's ideas, have been criticized by the proponents of the "actual intent" theory. The views of the critics are well stated by the brilliant pen of Judge Jerome N. Frank in his specially concurring opinion in Ricketts v. Pennsylvania R. Co., 2 Cir., 153 F.2d 757, 164 A.L.R. 387. Judge Frank's opinion cites numerous pertinent treatises.

The holding in the Leonard decision amounts to nothing more than a refusal to embrace the "actual intent" theory and a continued fidelity to the "objective" rule. When the bid was accepted in that case, the plaintiff had no intimation of any irregularity and no reason to suspect one. The mistake was purely unilateral. That decision says nothing concerning the power of equity to grant relief to one whose offer was accepted by another with notice of a mistake. The observations just made are equally applicable to Winklebleck v. City of Portland, 147 Or. 226, 31 P.2d 637, which is cited in the City's brief. They are likewise applicable to Brown v. Levy, supra; McCormick v. City of Uniontown, supra; Wheaton Building & Lumber Co. v. City of Boston, supra, and John J. Bowes Co. v. Inhabitants of Town of Milton, supra.

Next, the City submits this proposition: "The weight of authority is against allowing a recovery of such a deposit by a bidder who refuses to enter into a contract except under special circumstances not present in this case. Allowing such a recovery would destroy much of the value that experience has shown is attendant upon requiring sealed bidding upon public contracts." We shall now review the five decisions it submits in support of the proposition.

City of Baltimore v. J. L. Robinson Construction Co., supra, has been reviewed in a preceding paragraph. City of Hattiesburg v. Cobb Brothers Construction Co., 174 Miss. 20, 163 So. 676, 677, and City of Hattiesburg v. Cobb Brothers Construction Co., 183 Miss. 482, 184 So. 630, 631, are, in fact, the same case. The second was merely the first on the pilgrimage of the cause through the courts. The plaintiff, a construction company, had submitted the low bid on some work for which the city had advertised for bids and had been awarded the contract. When the plaintiff declined to accept the contract the city forfeited the deposit of $2,500 which accompanied the bid, and then came this action for restitution. Before the plaintiff's bid was accepted the plaintiff notified the city in writing that it had made a mistake in computing its bid, but did not specify the mistake. On the first appeal, the court said: "A guaranty deposit can be recovered back by the bidder because of an honest mistake in calculation in making the bid, provided he gives notice of his withdrawal of the bid before any action is taken thereon."

The court held that since the action was not instituted within three years after the cause arose it was necessary that the purported mistake had to be specified in a writing in order to comply with the local statute of limitations. Upon the second appeal, the court said: "The letting of public contracts by competitive bidding is for the protection of the public, and the public authorities are without the right to permit a bid for the contract to be withdrawn in the absence of circumstance that would render it inequitable not to permit its withdrawal. The inequitable circumstance here claimed is an honest mistake in determining the amount of the bid. Unless the mistake was in fact made, and honestly made, no right of withdrawal would appear. In determining whether to permit the withdrawal of this bid, the Mayor and Commissioners were under the duty to the public to ascertain whether a mistake affecting the amount of the bid had in fact been made. In order to do this, it was necessary for them to be advised of the character

of the claimed mistake, so that they might consider it in connection with the bid and the advertisement therefor. The mere claim that a bidder has 'made a mistake' or 'found some error' in his bid neither gives him the right to withdraw his bid nor imposes on the public authorities any duty to examine the bid in order to ascertain whether a mistake appears therein. Another reason for requiring the character of the mistake made to be set forth in a notice of withdrawal of a bid is that, in an action to rescind the contract made by the acceptance of the bid and to recover a benefit conferred by the bidder on the other party to the contract, the bidder may be confined to the particular mistake claimed to have been made when the notice of withdrawal was given." Under that principle, the plaintiff in this case is entitled to prevail. This case is unaffected by any statute of limitations.

The next authority cited by the City is Tunny v. City of Hastings, 121 Minn. 212, 141 N.W. 168, 169, which sustained the right of a bidder to recover a deposit of $500 which accompanied a bid made by him to construct some public works. Responding to an advertisement for bids, the plaintiff submitted one for $37,694, which was accepted. After the entry of his bid, but before a contract was signed, the plaintiff discovered that some of the excavation which was involved in the work was through solid rock, and not earth excavation as he had erroneously assumed. When he communicated his belated discovery to the city officials, some conferences occurred with the eventual result that a contract was submitted to him in the amount of $48,600. He declined to sign it and thereupon the city forfeited his deposit. In holding that the city could not forfeit the plaintiff's deposit on account of his refusal to sign the contract calling for $48,600, the court said: "It was competent for the parties to abandon the contract made by the bid and the acceptance of it by mutual consent. That is what they did do. It was made to appear to the officers of the city that the plaintiff had made a mistake in his bid. After that fact appeared, the city at no time evinced any disposition to hold plaintiff to his bid."

The court indicated that if, instead of releasing the plaintiff from his bid, the city had held him to it, it would have been entitled to retain the deposit.

Tony Amodeo Co. v. Town of Woodward, 192 Iowa 535, 185 N.W. 94, is frequently commended to us in the City's brief. The plaintiff in that case submitted to the town the lowest bid for a street improvement contract. His bid was accompanied with a deposit of $1,000. After the job was awarded to him he refused the contract and, after his deposit was forfeited, he instituted the action under review for judgment for the sum of $1,000. When the bids were opened it developed that the plaintiff's was so much lower than the others that there occurred, according to the decision, "some discussion between plaintiff and the council as to whether he would be able to go on if his bid was accepted." The decision added: "This was before the council accepted his bid." The decision also said: "Plaintiff made no effort to correct his bid, or to withdraw it, or to withdraw the check. He gave the council to understand that he would go on with it, and thereafter his bid was accepted. Had plaintiff withdrawn his bid the council would, no doubt, have accepted the next lowest bid; at least, they could have done so."

Thus, it appears that before the plaintiff's bid was accepted he knew that he had underbid all others by a substantial margin, but, notwithstanding that fact, did not claim that he had made a mistake, nor did he ask permission to withdraw his bid. To the contrary, he indicated a purpose to go ahead. At that point the council accepted his bid. Clearly, the situation was controlled by what we said concerning Leonard v. Howard, supra.

The foregoing constitutes a review of the principal authorities upon which the City depends. Many additional ones are cited by amici curiæ. Now for a summary of results. Northeastern Construction Co. v. City of Winston-Salem was not con-

cerned with any issue presented by this appeal. City of Baltimore v. J. L. Robinson Construction Company was controlled by a statute which has no counterpart in this State's laws. As we said in a previous paragraph, we think that, instead of following West Chicago Park Commissioners v. Carmody, Robinson v. Board of Education or Crilly v. Board of Education, all being decisions of the Illinois Appellate Court, we ought to accept as a preceptor Bromagin v. City of Bloomington, written by that State's Supreme Court, which involved a set of facts substantially similar to those before us. Moreover, it is more recent than the other three. We know of nothing in Kimball v. Hewitt, Mayor, pertinent to the case before us. We have expressed our impressions concerning Brown v. Levy; McCormick v. City of Uniontown; Wheaton Building & Lumber Co. v. City of Boston; John J. Bowes Co. v. Inhabitants of Town of Milton; Leonard v. Howard and Tony Amodeo Co. v. Town of Woodward. City of Portsmouth v. Portsmouth & Norfolk Corporation was not concerned with any mistake, and, since the bidder could give no reason for the recovery of its deposit, the court very properly held that under the terms of his bid the deposit belonged to the city as liquidated damages. In Village of Morgan Park v. Gahan no mistake was made except concerning an immaterial fact. Daddario v. Town of Milford was governed by the rules of a Federal agency. The instant case is free from such fetters. Under the holding in City of Hattiesburg v. Cobb Brothers Construction Company, the challenged decree which is before us would have to be affirmed, if we approve of the principle stated in that case. We know of nothing held in Tunny v. City of Hastings which could authorize a reversal of the attacked decree.

The plaintiff depends much upon Moffett, Hodgkins & Clarke Co. v. City of Rochester, 178 U.S. 373, 20 S.Ct. 957, 961, 44 L.Ed. 1108, which was a suit by a bidder for a reformation or rescission of a proposal it made to the city, and for an injunction to restrain the city from forfeiting a bond posted by the bidder pursuant to requirements of the call for bids. The denomination of the bond was $90,000 and, under the call for bids, it would be forfeited to the city if the bidder failed to accept the contract in the event it was awarded to him. When the bids were opened and the plaintiff's engineer, who had prepared the plaintiff's bid, heard it read he at once declared that he discerned errors, and mentioned them. The city's charter provided: "Neither the principal nor sureties on any bid or bond shall have the right to withdraw or cancel the same until the board shall have let the contract for which such bid is made, and the same shall have been duly executed."

Before any award of contract was made, but at the time when the city contemplated making the award to the plaintiff, the latter again mentioned the errors in the bid and requested that it be permitted to withdraw its proposal. The mistakes made by the plaintiff's engineer in computing the bid accounted for only a part of the difference between the plaintiff's bid and the next lowest. Had the plaintiff's errors been corrected, its bid would still have been $200,000 below the next lowest. Substantially the same situation exists in the instant case. As in the present case, the city plead, according to the decision: "The prices were deliberately and consciously inserted for the purpose of making an 'unbalanced bid,' in which low prices in some items are compensated by high prices in others."

The decision held that the errors mentioned in the complaint were not the result of an unbalanced bid. From the opinion, we now quote: "There was no doubt of the mistake, and there was a prompt declaration of it as soon as it was discovered and before the city had done anything to alter its condition. Indeed, according to the testimony of one witness, the clerk of the board before the mistake was declared by complainant's engineer expressed the thought that 50 cents per cubic yard for earth excavation was too low."

The court held: "The rule between individuals is that until a proposal be accepted it may be withdrawn, and if this principle cannot be applied in the pending

case, on account of the charter of the city, there is certainly nothing in the charter which forbids or excuses the existence of the necessary elements of a contract."

The court quoted with approval the following from the decision of the Circuit Court, Moffett Co. v. City of Rochester, 82 F. 255: "The complainant is not endeavoring 'to withdraw or cancel a bid or bond.' The bill proceeds upon the theory that the bid upon which the defendants acted was not the complainant's bid; that the complainant was no more responsible for it than if it had been the result of agraphia or the mistake of a copyist or printer. In other words, that the proposal read at the meeting of the board was one which the complainant never intended to make, and that the minds of the parties never met upon a contract based thereon. * * *"

The court adopted that view and held that the plaintiff was entitled to prevail. That decision has been cited scores of times, in each instance with concurrence.

Gavahan v. Village of Shorewood, 200 Wis. 429, 228 N.W. 497, 499, was an action by a bidder to recover $2,000 which he deposited with the village to assure it that he would enter into a contract if his bid was accepted. The plaintiff claimed that he made a mistake in preparing his bid by omitting the cost of some manholes, that he discovered his mistake before the bids were opened and asked leave to withdraw it. The village refused his request, awarded him the contract and, when he rejected it, forfeited his deposit. After the plaintiff's evidence had disclosed the foregoing, the defendant's motion for a nonsuit was sustained under a belief that the plaintiff had committed a procedural error. In reversing the nonsuit, the court, on appeal, said: "We are of opinion that, when a bidder who has made a mistake in his computations, or mistakenly omitted items from consideration in making his estimates, in good faith, asks to withdraw his bid for correction before the bids are opened, he is entitled to withdraw it; and that if, in such case, the municipality refuses to allow him to withdraw it, he is entitled to recover his deposit. It may be that such a rule will allow dishonest bidders to claim mistake, when there is none in fact. And it will require readvertisement where there is only one bid, if the bidder does not file a corrected bid. But the city is in no worse position than it would be, had no bid been filed at all, and here there were other bids, so readvertisement would not have been necessary. This is in accord with Moffett, Hodgkins & Clarke Co. v. City of Rochester, 178 U.S. 373, 20 S.Ct. 957, 961, 44 L.Ed. 1108."

From Frederich v. Union Electric Light & Power Co., 336 Mo. 1038, 82 S.W.2d 79, we quote: "* * * To establish the contract sought to be enforced, plaintiff relied upon a letter from defendant and his acceptance of the offer therein, by telegram. Defendant's defense was that, by mistake, the description of the land in the letter was incomplete, and that part of the land intended to be covered by the offer was not described therein. Defendant also filed a cross-bill seeking a decree of cancellation, * * *. The court found that there was an offer and acceptance by the letter and telegram which constituted a valid and binding contract and decreed specific performance thereof, * * *. Defendant has appealed from this decree."

The decision held: "Plaintiff does not claim to have changed his position in any way before he was notified of defendant's mistake, or to have suffered any loss because it made such an offer. We fail to see how he can have any standing in a court of equity to enforce a contract which it is clear that defendant did not intend to make. * * * It is well settled that 'a court of equity is never compelled to render an inequitable decree, however plain and valid may be the contract sued on'; * * *.

"We also think that defendant is entitled to a decree of cancellation as prayed for by its cross-bill. Reformation, and ordinarily rescission or cancellation, is only granted where there is a mutual mistake. However, there are exceptions made to these general rules in cases where the mistake of one party is either known to the other party or is so obvious, under the circumstances, that it must have been known

to him, and the mistake concerns a matter so vital that it can be said that the parties, because of miscalculation or false information, never actually agreed to the same proposition. The rule applicable to this kind of a case is stated in 6 Ruling Case Law, 623, section 42, as follows:

"'If one of the parties, through mistake, names a consideration that is out of all proportion to the value of the subject of negotiation, and the other party, realizing that a mistake must have been committed, takes advantage of it, and refuses to let the mistake be corrected when it is discovered, he cannot, under these conditions, claim an enforceable contract. * * *'"

City of Omaha v. Venner, 8 Cir., 243 F. 107, 108, was an appeal by the city from a decree which (1) rescinded and cancelled a contract arising out of the plaintiff's bid and the defendant's acceptance thereof, and (2) rendered judgment for the plaintiff for $5,000 earnest money, which accompanied the bid. The city in that case published a circular which sought bids for an issue of municipal bonds totaling $600,000. The circular contained these statements:

"Bonded debt including these issues	$ 6,120,000 00
Valuation for assessment purposes, 1912, estimated	164,167,720 00
Tax rate for all purposes 1912 per one thousand dollars	12 90"

If the figure of $164,167,720.00 corresponded with the one appearing upon the assessment rolls, the proposed bonds would have been eligible investments for savings banks in New York, Massachusetts, New Hampshire, Vermont and Rhode Island, where the plaintiff, a dealer in municipal bonds, had customers. The plaintiff, construing the circular to mean assessed valualution and not real valuation, submitted a bid which proved to be the most favorable the city received, and it was accepted. Thereafter the plaintiff discovered that the circular's figures referred to actual value, and not assessed value. Assessments were made on the basis of one-fifth of actual valuation. That being true, the bonds were not suitable to the plaintiff's purposes and were less valuable than he had assumed. When the plaintiff declined to accept the bonds at the price stated in his bid, the city sold the issue to another buyer at a price more than $5,000 less than the plaintiff's bid, and appropriated the plaintiff's deposit as liquidated damages. The court, in referring to the "exhaustive arguments" made by the parties concerning the meaning of the term "valuation for assessment purposes", said:

"* * * * If it is a question upon which legal minds may differ, it certainly was a question concerning which appellee had a right to be honestly mistaken, and if in making his bid he honestly believed that the language referred to the assessed value of appellant's property for taxation, and not its actual value, then he would be entitled to refuse performance of the contract * * *.

"* * * * We base our decision upon the proposition that if the language used with reference to valuation in the circular of March 28, 1912, shall be construed to mean the assessed value of the property within the city of Omaha, then it was false, * * *. If the language used shall be construed to refer to the actual value of the property within the city of Omaha for taxation, then on this record appellee was honestly mistaken as to the meaning of the language when he made his bid, * * *."

In other words, the city used ambiguous language, and an offeror who uses such language invites mistakes and presents a threshold for later suits for rescission or reformation. The decree was affirmed.

In view of a contention advanced in the brief of amici curiæ, but not in the City's brief, we quote the following from the decision just reviewed: "It is urged in the brief of counsel for appellant that appellee had a complete and adequate remedy at law to recover the proceeds of the check accompanying his bid, and therefore a court of equity has no jurisdiction of the present action. As to this point it is sufficient to say that where the subject-matter of a suit is within the jurisdiction of a court of equity and the objection that the complainant had an adequate remedy at law is not made until a hearing in the

appellate court, the reviewing court will not consider the objection." See also St. Nicholas Church v. Kropp, 135 Minn. 115, 160 N.W. 500, 501, L.R.A.1917D, 741. The statement just quoted represents our views.

St. Nicholas Church v. Kropp, supra, has been much cited in cases of this kind. The plaintiff wishing to erect a church, advertised for bids and received three, of which the one submitted by the defendant was the lowest. His bid was accompanied with a check for $1,000 to insure the entering of a contract if his bid was accepted. The plaintiff accepted the defendant's bid and so notified him. That day the defendant discovered that through oversight he had omitted from his calculations the structural steel required in the building, which amounted to $2,350. When that discovery was made the formal contract had not been drafted. The defendant at once notified the defendant of his error and stated that he could not proceed unless he received $2,000 more than his bid. At that juncture the defendant awarded the contract to another bidder at a sum of $1,802 more than the defendant's bid and instituted an action upon the defendant's check for $1,000. In holding that the plaintiff was not entitled to judgment, the court said:

"The jury and court found that in his bid Kropp had made an honest mistake without negligence. The mistake amounted to more than $2,000. Does this entitle him to any relief when plaintiff was not to blame in any way for the mistake, and had no knowledge that Kropp had made it? We think the facts herein bring the case within this principle governing a unilateral mistake stated in section 138i, Story's Equity Jurisprudence:

"'But where the mistake is of so fundamental a character that the minds of the parties have never, in fact, met, or where an unconscionable advantage has been gained, by mere mistake or misapprehension, and there was no gross negligence on the part of the plaintiff, either in falling into the error or in not sooner making redress, and no intervening rights have accrued, and the parties may still be placed in statu quo, equity will interfere, in its discretion to prevent intolerable injustice.'

* * * * * * *

"The question here is whether a mistake of over $2,000 in the bid upon the construction of this church is merely incidental or fundamental. We think the amount is so large that it is unreasonable to suppose that Kropp would have made the bid he did make, if he had known that the structural iron work was not included therein. Here the finding is that it was an honest mistake made without negligence. Plaintiff was apprised of the error at once. No intervening rights accrued. The belated bid which plaintiff accepted was a trifle less than the one Kropp intended to make. There can be no question of not placing plaintiff in statu quo. It did nothing in reliance upon Kropp's bid, and did not change its position in the least between the time it notified him of the acceptance and the time it received notice of his mistake. * * * This case upon its facts is not distinguishable from Moffett, Hodgkins & Clarke Co. v. City of Rochester, 178 U.S. 373, 20 S.Ct. 957, 44 L.Ed. 1108, except that there notice of the error was given when the bids were opened; but that can be of no consequence, since under the statute there applicable the bid could not be withdrawn after being submitted. The court rescinded the accepted proposal to construct certain municipal improvements."

From Williston on Contracts, Rev. Ed., § 1573, the following is taken:

"In two classes of cases mistake of one party only to a contract undoubtedly justifies affirmative relief as distinguished from a mere denial to enforce the contract specifically against him:

"(1) Where the mistake was known to the other party to the transaction.

"(2) * * *

"The first of these rules is based on obvious justice; the second * * *."

From § 1578 of the same authority, we now quote: "As to other cases than those referred to in a preceding section, the expressions are numerous that mistake, in order to justify relief, must be mutual or the error of one party must be known to

the other. That this is true of reformation is nowhere doubted; but some cases afford countenance for the doctrine that unilateral mistake, while the contract is still executory, and the parties can be put *in statu quo*, may afford ground for rescission, and doubtless the discretionary remedy of specific performance may be denied. Rescission has been most frequently sought where a price was bid which because of erroneous arithmetical processes, or by the omission of items was based on a mistake. Relief has been allowed in several cases of this and other kinds, though denied in others. In some of them, at least, it would seem that the party not in error should have suspected the existence of a mistake, in which case clearly rescission and restitution should be allowed. Where relief is allowed it is generally said to be essential that the party seeking it shall not have been guilty of negligence."

In the footnotes to the two sections from which we just quoted will be found citations to the pertinent decisions. Many of the decisions cited by the parties to this case and by amici curiæ are noted in the footnotes just mentioned.

Section 503, Restatement of the Law, Contracts, says: "A mistake of only one party that forms the basis on which he enters into a transaction does not of itself render the transaction voidable; * *".

Illustration 1, which accompanies the above statement is as follows: "A, in answer to an advertisement of B for bids for the construction of a building according to stated specifications, sends B a bid of $50,000. B accepts the bid. A, in the calculations that he makes prior to submitting his bid, fails to take into account an item of construction that will cost $5000. If B knows or, because of the amount of the bid or otherwise, has reason to know that A is acting under a mistake, the contract is voidable by A; otherwise not."

Section 12, Restatement of the Law, Restitution, says: "A person who confers a benefit upon another, manifesting that he does so as an offer of a bargain which the other accepts or as the acceptance of an offer which the other has made, is not entitled to restitution because of a mistake which the other does not share and the existence of which the other does not know or suspect."

The Reporters' Notes to that section cites many illustrative decisions and some treatises. From the notes, we take the following: "Where one party knows or has reason to know that the other party has made a basic mistake (see Comment *c*) restitution is granted. This situation has frequently arisen where there has been an error in the price given. In this case rescission is ordinarily allowed. See Moffett, Hodgkins & Clarke Co. v. [City of] Rochester, 178 U.S. 373, 20 S.Ct. 957, 44 L.Ed. 1108, (1900); Skelton & Co. [Skelton & Co.] v. Ellis, 70 Ga. 297 (1882); Bromagin v. [City of] Bloomington, 234 Ill. 114, 84 N.E. 700 (1908); Hudson Structural Steel Co. v. Smith & Rumery Co., 110 Me. 123, 85 A. 384 [43 L.R.A., N.S., 654] (1912); Tyra v. Cheney, 129 Minn. 428, 152 N.W. 835 (1915); Martens & Co. v. [City of] Syracuse, 183 App. Div. 622, 171 N.Y.S. 87 (1918)."

The above completes our review of the authorities upon this feature of the case. All authorities cited by the parties and not mentioned herein have been carefully examined.

In determining the rule applicable to the facts before us, we must bear in mind that Leonard v. Howard, supra, has committed us to the "objective" theory in construing offers and acceptances. Further, this is not an instance in which the offeror did not voice his claim of error until after the offer had been accepted. The plaintiff promptly notified the City of its mistake; in fact, the city officials suspected a mistake the moment their eyes fell upon the amount of the plaintiff's bid. Then, after the plaintiff, through conferences with the city officials and written communications, confirmed what the officials had inferred, the plaintiff sought leave to withdraw its bid. All of this occurred before the City made any effort to accept any bid.

[1] We believe that in this State an offer and an acceptance are deemed to effect a meeting of the minds, even though the offeror made a material mistake in

compiling his offer, provided the acceptor was not aware of the mistake and had no reason to suspect it. But if the offeree knew of the mistake, and if it was basic, or if the circumstances were such that he, as a reasonable man, should have inferred that a basic mistake was made, a meeting of the minds does not occur. The circumstances which should arouse the suspicions of the fair-minded offeree are many, as stated in § 94 of Williston on Contracts, Rev.Ed.: "* * * And the same principle is applicable in any case where the offeree should know that the terms of the offer are unintended or misunderstood by the offeror. The offeree will not be permitted to snap up an offer that is too good to be true; no contract based on such an offer can then be enforced by the acceptor."

Amici curiæ cite Steinmeyer v. Schroeppel, supra, in support of a contention that the plaintiff's mistake was not material. As nearly as we can ascertain, no contention of that kind was made in the trial court. It will be recalled that we quoted from Bromagin v. City of Bloomington, supra, a more recent decision of the court which wrote the Steinmeyer decision, a paragraph which differentiated the Steinmeyer case from a situation substantially the same as the one before us.

[2] When the City officials opened the plaintiff's bid they surmised that it was too good to be true. When they went through the form of accepting it, they knew that the paper in their hands did not represent the plaintiff's intent. They had no occasion to doubt the truth, which was apparent, that the paper, although it bore the plaintiff's signature, was not in fact the plaintiff's offer. When they adopted their resolution, no meeting of minds occurred. At that time the City had not changed its status quo and had suffered no damage whatever. To be denied the privilege of taking advantage of another's mistake is not to suffer damage. The proposal of the Atkinson Company, second low, was still available, and in fact was shortly accepted.

It is unnecessary to state once more that the proof in cases of this kind must possess a high degree of cogency. The bidder must prove, not only that he made a material mistake, but also that the offeree was aware of it. In this case, the facts which we have mentioned are unchallenged.

It is our belief that although the plaintiff alone made the mistake, the City was aware of it. When it accepted the plaintiff's bid, with knowledge of the mistake, it sought to take an unconscionable advantage of an inadvertent error. Equity is always prepared to grant relief from such situations.

The decree of the Circuit Court is affirmed.

KEY NUMBER SYSTEM

KEERINS BROS. v. MAUNEY et ux.

Supreme Court of Oregon.
June 20, 1950.

Suit by Keerins Brothers against G. Mauney and wife, to quiet title to a tract of land by adverse possession, wherein named defendant filed a cross-complaint. The Circuit Court of Grant County, M. A. Biggs, J., rendered a decree for plaintiff, and defendants appealed. The Supreme Court, Belt, J., held that evidence was insufficient to establish plaintiff's claim of title by adverse possession of land for more than 10 years.

Decree reversed and suit dismissed without prejudice as to the defendants.

1. Partnership ⇐212
Pleading ⇐406(5)

A suit by partnership in partnership name but not brought in the name of the partners was defective, but point was waived, where there was no demurrer to complaint on ground that plaintiff had no legal capacity to sue.

2. Adverse possession ⇐114(1)

In action to quiet title to land, evidence did not establish plaintiff's claim that it acquired title by adverse possession for more than 10 years.

FOR FILING

477 Cottage St. N.E.
Salem, Oregon 97301

February 18, 1965

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attn. Mr. G. E. Rohde

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-1(53)00, Siskiyou Summit-California State Line Section, Pacific Highway - State of Oregon
v.
Western Contracting Corporation
Case No. 299
Your File L-4530

Reply is made to Mr. G. E. Rohde's letter dated February 17, 1965 in which request is made for our comments relative to Public Roads' attitude toward a possible negotiated settlement of the bid bond controversy on the subject project prior to trial date.

It is our conclusion that this is not a proper issue for negotiation. The issue to be resolved is whether the contractor owes the State the entire amount of the bid bond or whether he owes the State nothing, and apparently such resolution will have to be effected by court action.

We are furnishing Mr. Peebles a copy of your letter and attachments and he will advise us of the results of his examination of them.

Orig to Kahle
2-19-65

Copy to Young
2-23-65

FORM E-123X 50M 9-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
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PORTLAND

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6367

Mr. Porter

NOTED
R L PORTER

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 17, 1965

Mr. Alfred W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Re: State of Oregon
v.
Western Contracting Corporation
Case No. 299-159
Our File L-4530
Siskiyou Summit-California
State Line Section
Pacific Highway

Dear Mr. Parsons:

The above-entitled action was instituted by the Oregon State Highway Commission on March 3, 1964, to require the forfeiture of the bid bond furnished by the above-named defendant. Their bid bond was submitted in connection with their bid on the Siskiyou Summit-California State Line Section of the Pacific Highway in Jackson County. The bids were opened on December 17, 1963, and an award was made to the defendant on the following day. Subsequent to the award, and on December 6, 1963, copies of the proposed contract were forwarded to the defendant for execution. On January 7, 1964, the defendant asked and had a meeting in Salem with the State Highway Engineer, Mr. Forrest Cooper, and his Deputy Mr. R. L. Porter. On January 8, 1964, notification was given to us by the defendant that because of a mistake in their bid, that the contract could not be executed and it was returned. Request was made to be released from their obligations under their bid guarantee. At the meeting of the Highway Commission on January 30 the Commission determined that their bid guarantee could not be released and authorization was made for the institution of the above-entitled action.

The Bureau of Public Roads authorized the award to the next lower bidder, Heintz and Kizer, upon the provision that any recovery on the defendant's bid bond would be applied on the cost of the project.

This action is now set for trial on Monday, March 8, 1965. Inquiry has been made to us by the attorneys representing the defendants, namely Mautz, Souther, Spaulding, Kinsey and Williamson, as to whether or not there is any disposition on our part to settle this controversy prior to trial. In reaching a decision on this matter we will be pleased to have your comments.

I am attaching hereto Exhibit A which is a copy of the statement of the defendant which sets forth its position in some detail. Also attached is Exhibit B which is a copy of the investigative report from the defendant's files on the section of highway immediately preceding the one which is the subject of this controversy and upon which the defendant submitted a bid but did not receive the award. Exhibit C is likewise a copy of the defendant's investigative report on the subject section. Exhibit D is a list of contracts awarded since 1959 which were more than $200,000 under the Highway Department's estimate for doing the work.

The defendant bid 47¢ for general excavation on this job. The next higher bidder, Hwintz and Kizer, was at 66¢, and the remaining bidders were as follows: Morrison-Knudsen 68¢, Peter Kiewit & Sons 70¢, Goodfellow Bros. 70¢, Slate-Hall 75¢, and Gibbons & Reed $1. Our own estimate for doing the excavation was 72¢. Depositions have now been taken and we have the testimony of defendant's principals, that is Richard C. Nurre, Thomas E. Speight and L. Garland Everist. The defendant has taken the depositions of our Forrest Cooper; R. L. Porter; Jack McCormick, Resident Engineer; Walter B. Merrill, Locating Engineer; Maurice N. Juve, Cost Analyst and Rolland J. Van Cleave, Geologist.

There appears from the depositions and the evidence that the basis of the defendant's defense is the forfeiture of their bond based upon an alleged mistake made by them in estimating the amount of general excavation that would require drilling and shooting. The depositions disclose that no reliance is placed on any alleged misrepresentations made to them prior to their bidding. Their defense is based solely on the fact that the investigation submitted by their R. L. Jones, as shown in Exhibit C, and the telephone communications had with him, indicated that of the general excavations only one million cubic yards would require drilling and shooting. Upon the bids being opened and the wide discrepancy between the defendant's bid and the other bidders, a further investigation was made by their Mr. Speight, Mr. Everist, Jr. and their construction manager Mr. Williams. The same type of investigation was carried out by these gentlemen that had been carried out by Mr. Jones. As a result of their subsequent investigation the defendant determined that instead of a million cubic yards of rocks as they included in their bid, that required drilling and shooting, there was in fact 2-1/2 million. Mr. Jones, the defendant's employe who made the preliminary investigation, has subsequently met his death through a construction project accident in California.

I have been advised by Jack McCormick, our Resident Engineer on the project, that the contractor Heintz and Kizer who was awarded the contract after the defendant's default, up to the present time has drilled and shot approximately one million cubic yards of excavation. There remains to be done about two million cubic yards of excavation which he estimates 50% would require drilling and shooting. In other words, it appears at the present time that two million cubic yards of general excavation will be required for drilling and shooting when the project is completed. At the time of the trial this work will not have been completed on account of inclement weather and will probably not be completed until the late summer of this year.

I have previously talked with your Mr. Frank Peoples of your regional San Francisco office concerning this matter and have previously furnished him with some of the authorities with respect to this litigation. In addition to those previously furnished to Mr. Peoples it might be of some interest to examine these further authorities:

16 Fed. Bar. J. 411, 414
14 Fed. Bar. J. 400
64 C. Cl. 533
96 C. Cl. 255, 277
98 C. Cl. 499
301 F.2d 43

In view of the fact of the nearness of the trial date, we would be pleased to have your advice as soon as possible.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:lb
cc--R. L. Porter
Attachments

P. S. We are also attaching a copy of the complaint and answer.

G. E. R.

RECEIVED
JUN 8 - 1964
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FOR FILING

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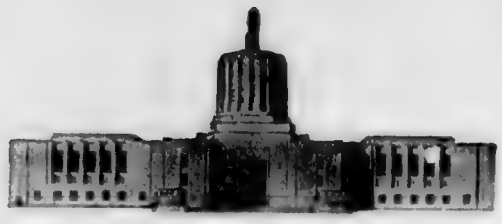
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 3, 1964

Mr. John L. Schwabe
Attorney at Law
Standard Plaza
Portland, Oregon 97204

Re: State v. Western Contracting
Corporation, et al
Case No. 299-159
Our File L-4530

Dear John:

In compliance with your letter and my oral conversations with Mr. Foley of your office, this is to confirm the dates when highway personnel will be available for your depositions.

Messrs. Forrest Cooper and R. L. Porter will be available at 2:00 p.m. on June 24. Mr. R. J. Van Cleave, Division III Geologist; Mr. Jack McCormick, Resident Engineer; and Mr. Maurice Juve, Chief Cost Analyst, will be available at 10:00 a.m. on June 26.

Yours very truly,

L. I. LINDAS
Chief Counsel

By

FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks

BCC: Forrest Cooper
R. L. Porter
Jack McCormick
R. J. Van Cleave
Maurice Juve
L. I. Lindas

RECEIVED
JUN 4 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 27 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6369

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 26, 1964

Mr. John L. Schwabe
Attorney at Law
Standard Plaza
Portland, Oregon 97204

Re: State v. Western Contracting Corporation, et al
Case No. 299-159
Our File L-4530

Dear John:

With respect to your request for depositions, it appears there will be openings in Messrs. Cooper's and Porter's schedules during the afternoons of June 23, 24 and 25. I would appreciate it if you could notify me, at your earliest convenience, which of these days you would be available to come to Salem.

Unless I advise you to the contrary, the other engineers and geologist you requested depositions from will also be available at that time. I assume that you will make the necessary arrangements for a court reporter.

Prior to the trial we will probably wish to take the depositions of some of your client's officers and, of course, I appreciate the difficulty involved since Western Contracting Corporation is located in Sioux City, Iowa. It occurred to me, however, that perhaps some of these men might be in Oregon on other business, and I would appreciate your cooperation in informing us if they do become available. Otherwise, we may wish to resort to written interrogatories which are usually a little difficult.

I would also like to examine a copy of your client's worksheets which were used in submitting the original bid. I assume that it would not be difficult for your client to make copies of the actual worksheets and forward them to you so that we can subsequently examine the same. I believe they are probably some type of a standard form most estimators use and could be interpreted by our analysts.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks
cc: Forrest Cooper
R. L. Porter
L. I. Lindas

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APR 28 1964
FOR FI...

Salem, Oregon
April 28, 1964

Western Contracting Corp.

Frank McKinney
Chief Office Section

B U I L D I N G

As requested, we are attaching photocopies of the following material:

(1) Application for Plans and Proposal Forms for Siskiyou Summit-California Line Section of Pacific Hwy. issued to Western Contracting Corporation

(2) Survey Resolution No. 270 with map, adopted by the Highway Commission on June 10, 1963, pertaining to Wall Creek-California Line Section, Pacific Highway, Jackson County

(3) Minute entries of December 18, 1963, and January 30, 1964, concerning Western Contracting Corporation.

Floyd Query, Secretary

Attachments

fkn

FORM E-123X 50M 3-63

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FEB 29 1964
FOR FILE

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID E. SIMPSON, MEMBER
PORTLAND

Floyd Query

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 28, 1964

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Building
Portland 4, Oregon

Attention: Paul R. Ratliffe

Re: Bid Bond
Western Contracting Corporation
Siskiyou-Summit-California Line Unit
Pacific Highway

Gentlemen:

As of this date I have received no reply from you with respect to the joint letter which I mailed to you and Western Contracting Corporation on February 10, 1964.

As you know, Western Contracting Corporation was awarded the State's contract on the above-mentioned construction project, but refused to sign the contract and furnish the performance bond as agreed in their proposal for the highway construction. As you may or may not know, the principal on said bid bond, Western Contracting Corporation, has refused to pay the amount of the bid bond.

Unless I receive an immediate reply to the effect that you will honor, as surety, the bid bond in the sum of $243,742.90 on the above-mentioned project, I will assume that your failure to answer is your refusal to honor said bond.

Very truly yours,

NOTED
FLOYD QUERY

L. I. LINDAS
Chief Counsel

NOTED
C. W. HEAD

FCMcK:bp
cc John Schwabe & Floyd Query

4649

STATE HIGHWAY COMMISSION MEETING

Delegation Mr. Meredith F. Warner, Vice President, Western Contracting Corp., Sioux City, Iowa, re Siskiyou Summit-California Line Section Project, Contract No. 6369. (See agenda item 3c).

Date January 30, 1964

Time 11:30 a.m.

Name	City or Town	Capacity
Meredith F. Warner	Sioux City, Ia.	V. Pres. Western Contracting Corp.

Following Mr. Warner's presentation

MR. JACKSON: Thank you, Mr. Warner. As you've pointed out in your presentation, this matter has several complications. We are exercising some authority in this matter but this is a joint responsibility between ourselves and the Bureau of Public Roads. We have policies and practices that are necessary in order to make the bid system a meaningful system in administration of this business and the protection of public money and the request you've made would be a complete breakdown in the policies and practices of this Commission. We're not in a position this morning to give you a final conclusion insofar as the Commission is concerned, one of the members of the Commission is absent, and of course as you know, any decision that you might receive would have to have the full concurrence of the Bureau of Public Roads. We thank you for your information you have given and Mr. Cooper will be in touch with you at a later date.

Read by Warner 10 AM 1-30-64

STATEMENT BY

WESTERN CONTRACTING CORPORATION

My name is Meredith F. Warner of Sioux City, Iowa. I am Vice President and Chief Engineer of Western Contracting Corporation of that city. Our company is a medium-sized contracting firm with experience in the performance of heavy excavation and the various operations essential to highway construction.

On December 17, 1963 we submitted to the Oregon State Highway Commission, Salem, Oregon, a bid for the Grading of the Siskiyou Summit - California Line Section of the Pacific Highway in Jackson County. The bids received for this project were as follows:

Bidder	Amount
1 - Western Contracting Corporation	$ 4,874,858.00
2 - Heintz and Kizer	5,887,361.50
3 - Morrison - Knudsen	6,055,940.00
4 - Peter Kiewit & Sons	6,351,890.00
5 - Goodfellow Bros.	6,444,495.00
6 - Slate - Hall	6,669,062.00
7 - Gibbons & Reed	8,131,550.00

We later learned that the State's estimate for this project was approximately $6,604,000.00. This information established that our bid was $1,012,503.50 below the second bidder; was $1,729,142.00 below the State's estimate; and was $1,715,191.75 below the weighted average of the other bidders.

The contract was awarded to us on December 18, 1963, with final completion of all work fixed at July 31, 1965. Subsequent to the award of the contract, on December 26, 1963, we were sent copies of the contract documents, known as Contract #6369, for our execution.

Upon learning the letting results on December 17, the prices quoted by our competitors, and the State's estimate, we were greatly concerned as to the accuracy of our cost estimate. After further investigation and study of our cost estimate, we found that our computations were in error as to classification of materials to be excavated and that the work could not be performed for our bid price.

Immediately following these determinations, a meeting was held on January 7, 1964, with Mr. Forrest Cooper, State Highway Engineer and Mr. R. L. Porter, Deputy State Highway Engineer, at which time notification was given that our bid was in error, and therefore it was necessary that we return the contract documents unsigned, and we further requested that our bid guaranty be cancelled.

By our letter of January 8, 1964, we confirmed the notification given at the January 7 meeting; the contract documents were returned unsigned; and we requested that we be released from any obligation under our bid guaranty. This information was acknowledged by Mr. Cooper's letter of January 10 and we were advised that our request for release under our bid bond would be brought to the attention of the Highway Commission at the January 30 meeting for action.

I am here to present the facts involved in this situation and to tell our story.

The Siskiyou Summit - California Line Section is a grading project approximately 3.4 miles in length including 6,971,000 cubic yards of General Excavation - Unclassified, along with the attendant drainage, soil erosion and fence facilities.

The bidding documents included 47 Bid Items covering the various items of work.
A review of the unit prices submitted by the three low bidders indicated no material variation for Bid Items 1 thru 3 and 5 thru 47, and established the great difference between our low bid and the other bids as due solely to our extremely low price for Bid Item 4 - General Excavation - Unclassified.

There are two factors which reasonably should have raised the presumption of an error in our bid in the Commission's mind prior to the award of the contract. These factors were the wide range between our extremely low bid price and the several other bid prices, and the State's estimate for the work being substantially higher than our bid. The mistake was apparent on the face of the bid when compared with the other bids and the State's estimate.

The fact that our bid was not an unbalanced bid, wherein our extremely low price for Bid Item 4 was offset by high prices on other items, is also confirmed by the comparison of unit prices.

Our prebidding site investigation of the project was performed by our Excavation Superintendent, Mr. G. W. Jones. Mr. Jones has had 25 years experience in heavy construction and has been with our firm for the last 5-1/2 years.

On the basis of Mr. Jones's site investigation, and computations made from the contract drawings by our Chief Estimator, Mr. R. C. Nurre, a Licensed Professional Engineer in Iowa, Nebraska and South Dakota with 14 years heavy construction experience and 10 years with our firm, it was determined that 1 Million cubic yards of rock would require drilling and blasting. On the basis of these determinations, our cost estimate was prepared in accordance with our standard estimating procedures. The bid as submitted was based on this cost estimate.

We were greatly concerned, when we learned that our bid was more than One Million Dollars below the second bidder. The arithmetic in our cost estimate was checked and verified. However, the obvious wide range in bid prices for the Unclassified General Excavation indicated the probability of error in our cost estimate as to the quantity of rock.

Immediately following the letting, our Project Manager, Mr. T. E. Speight, with 35 years experience in heavy construction and 16 years with our firm, and other construction personnel were assigned to the project. Mr. Speight conducted further investigations and studies, along with additional computations, and established the rock quantity to be drilled and blasted as approximately 2-1/2 Million cubic yards.

A complete review of the matter was conducted by the principals and other construction personnel of our company, and it was concluded that the project did in fact contain approximately 2-1/2 Million cubic yards of rock requiring drilling and blasting. On the basis of this information, a revised cost estimate was prepared which resulted in an increase of $1,037,811.20 in the estimated total project cost.

In view of this, it was obvious that our cost estimate was in error as to the computation of the classification of materials to be excavated, also that the work could not be performed for our bid price, and that our bid price did not represent the bid we intended to submit.

We consider that our personnel who performed the site investigation and cost estimating for this project are as experienced, qualified and capable as any in the construction industry. Further, that the same care and thoroughness was exercised under these circumstances as is normal in bidding on work of this type and magnitude. There is no indication of negligence on the part of our company or any of our employees in bidding on this project.

We consider that our actions in this matter have been timely and in good faith. We understand that the State plans to proceed with the award of the contract to the 2nd bidder and thus maintain the overall construction schedule. It would appear that the State's position has not changed because of the mistake in our bid, nor do we know of any damages suffered by the State by reason of the mistake.

It is necessary,under the competitive bidding system, that the bids be firm bids, backed by a guaranteed willingness to sign a contract at the bid price. The public interest is best served by protection of this system. In view of this, it might appear that any standard of fairness or recognition of honest mistakes would be contrary to the interest of the competitive bidding system. However, in this regard, it must be pointed out, that the State's contracting activities should measure up to the standard of fair dealing that is required of common men. It is clearly in the interest of the State to correct honest

mistakes, rather than attempt to gain an advantage by reason of an honest mistake.

We understand that this project is a part of the Interstate Highway Program, which is being administered jointly by the State and the Bureau of Public Roads. Joint authority and responsibility such as this in other circumstances, namely The Ballistic Missile program, has resulted in a certain amount of looking over each other's shoulder, concurrence requirements resulting in a power of veto, and much time and effort spent in trying to get along with the fellow who has the money. I do not know such to be the situation here, however, the point I wish to make is that our erroneous bid was submitted to the State, and it is the State to whom we must look for fair and equitable treatment. This is solely a situation involving an honest mistake, and we trust the matter will be considered and decided on the basis of its merits.

We are not the first contractor who has experienced the difficulties and problems and frustrations I have briefly outlined. Every year, several hundred mistake-in-bid cases, arising out of erroneous bids made in response to formally advertised bid invitations, are settled administratively by contracting agencies or are decided by the courts. I am told, that these countless cases, dealing with such problems, provide sufficient legal basis to permit this Commission to exercise its authority and cancel our bid bond.

There is an old adage that anyone can make a mistake. We are all human and if we are going to accomplish anything, obviously there will be some mistakes made. This is the first time in the 46-year history of our company that a mistake like this has been made in bidding. From our point of view, under these circumstances, the possible consequences of one honest mistake are enormous. Our company would be severely hurt financially by the loss of this bid guaranty.

We respectfully request the Commission's action in cancelling our bid bond.

Thank you.

##########

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FEB 14 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 13, 1964

[illegible]

[illegible]

Gentlemen:

I have just been informed by the Clerk's Division of your action in their denial of your request to be relieved from your bid and bondage in connection with your bid for the construction of the Ashland-Siskiyou--California line section of the Pacific Highway in Jackson County, Oregon. As you are aware, of course, you had previously notified the State Highway Department of your refusal to enter into the contract covering the items of error that you have made in your bid. This is violative of the terms of your bid proposal and bid bond.

In accordance with the direction of the Highway Commission, demand is hereby being made upon you and each of you to forward to this department the sum of $20,743.00, which represents 5% of the bid, which bid was in the amount of $4,374,818.00.

I would appreciate hearing from you in connection with this demand as expeditiously as possible.

Very truly yours,

L. V. [illegible]
Chief Counsel

LVH:[illegible]
cc: Floyd Query

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FLOYD QUERY

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FEB 6 - 1964
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February 6, 1964

Western Contracting Corporation
400 Benson Building
Sioux City, Iowa

Attention: Mr. Meredith Warner
Vice President

Gentlemen:

On January 30 you appeared before the State Highway Commission in Salem and requested that the Western Contracting Corporation be relieved from paying the five percent bid bond furnished with your proposal to construct the Siskiyou Summit-California Line Section of the Pacific Highway in Jackson County.

Previously you had notified the Oregon State Highway Department that Western Contracting Corporation had decided not to enter into the contract in the amount bid, $4,874,858.00, because of an error in judgment.

At the Highway Commission meeting, Mr. Jackson, Chairman of the Commission, advised you that the Commission could not give an answer immediately but would get in touch with you. Later this matter was again discussed. The Commission concluded that your request could not be approved for the reasons as outlined to you by the Chairman at the meeting. The Chief Counsel was instructed to take such action as is necessary to collect the amount of the bid bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ: fkn
cc Forrest Cooper
R. L. Porter
Lloyd Shaw
V. D. Wolfe
L. I. Lindas

Mr. John Schwabe
Attorney at Law
Standard Plaza Bldg., Portland

The Aetnz Casualty & Surety Co.
Portland Service Dept.
300 Yeon Bldg, Portland

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MAR 12 1964
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I-5-1(6)538
6369

Agenda Item 3c Transcript
January 30, 1964 Commission Meeting

MR. COOPER: I reported to you on January 14, Mr. Porter reported to you, with respect to the matter of the bid for the Siskiyou Summit-California State Line job on Interstate I-5. You will recall that the low bidder on this was the Western Contracting Corporation of Sioux City, Iowa. The Commission action on this was that the contract was to be awarded to them at an amount of $4,874,858. We prepared a contract in the usual manner and submitted it to the Company. In the interim, they had studied this matter and taken a second look and determined that they did not wish to proceed. They have a performance bond up on this in an amount of approximately $244,000. When we received word from the company that they did not intend to enter into the contract, we so advised the Commission and the Bureau of Public Roads. We requested that the Bureau of Public Roads concur in the award to the second low bidder which was the Company of Heintz and Kizer. The Bureau of Public Roads has concurred in this action with one reservation, which I will read to you: Our concurrence is with the understanding that the Western Contracting Corporation bid proposal guaranty will be credited to the project. In case of Court decision unfavorable to the State based on the low bidder, it says in effect, that the Bureau of Public Roads will consider this at the time that it occurs, in other words, if they prevail in Court then we will take this matter up a second time with the Bureau. What they have in effect told us now is that they've expected the job to be reimbursed any recovery that is made under the bid bond. It is our recommendation that we award the contract to the second low bidder, Heintz and Kizer, the amount of that is $5,887,361.50. I recommend to you that we proceed with this award. You will note on the agenda that Mr. Meredith F. Warner of the Western Contracting Corporation wishes to appear before you. He will be here this morning, he has assured me. I suggest that you hear Mr. Warner when he arrives, the situation that we're in after our investigation of this as reported to you on our January 14th report. I would recommend that the Commission attempt to collect under the bond.

MR. JACKSON: For the record, how many bidders on this job?

MR. COOPER: Seven

MR. JACKSON: What would be the time losses in the construction of this project were we to readvertise?

MR. COOPER: About six weeks.

MR. JACKSON: Actually we would lose a portion of this construction year. In the seven bids, did the six bids that represented a higher amount than that bid by the Western Contracting Corporation, were those bids fairly competitive within --

NOTED
FLOYD QUERY

MR. COOPER: They were very competitive, sir; the next bid starting with this one of the Heintz -Rogers Corporation was very - the ones above that were in very close proximity - there was no wild gap any where along the line.

MR. JACKSON: It has been the view of the Commission informally that the awarding of this to the second bidder as recommended was in the best interest of the State of Oregon. Unless there are any objections.

MR. FRIDLEY: I concur.

MR. COOPER: I assume that you will hear Mr. Warner.

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FEB 11 1964
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477 Cottage Street, N. E.
Salem, Oregon 97301

January 28, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

08-35.EC

T. Dec
Assistant Division Engineer
Salem, Oregon

...nal signed by
T. Dec
...Engineer

Oregon Project I-5-1(53)00,
Siskiyou Summit - California Line Section

We had previously concurred in award of contract to the low bidder for the subject project on December 18, 1963. In connection with the Western Contracting Corporations refusal to accept award, we hereby concur in award of contract No. 6369 to R. A. Heintz - Kiser Equipment - Ray Kiser Construction Company of Portland, Oregon, second low bidder in the amount of $5,887,361.50 at the December 17, 1963 bid opening in accordance with your analysis in Mr. Young's request dated January 16, 1964.

Our concurrence is with the understanding that the Western Contracting Corporation's bid proposal guaranty will be credited to the project. In the case of court decision unfavorable to the State, based on the low bidders error as to the classification of materials used in their estimate computations, the matter will be referred to our General Counsel with a recommendation for full Federal participation in the amount of the second low bid.

Orig. to Cooper
Copy to Stewart Young
1-29-64

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GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 16, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re: Siskiyou Summit-California Line
Pacific Highway
I-5-1(53)00

Dear Sir:

Reference is made to the bid opening of December 18, 1963, at which time bids were taken for grading of the Siskiyou Summit-California Line Section of the Pacific Highway, I-5-1(53)00. The low bidder was Western Contracting Corporation with a bid of $4,874,858. The second bidder was R. A. Heintz - Kizer Equipment - Ray Kizer Construction, Portland. The Highway Commission elected to accept the bid of Western Contracting Corporation with Bureau of Public Roads' concurrence. Offer of award was made to Western Contracting Corporation but they refused to enter into the contract on the basis that a reevaluation of their bid indicated that they were too low. A copy of their letter of refusal is enclosed for your information.

In view of the foregoing, the Oregon State Highway Commission has indicated that they feel it to be in the public interest to award this project to the second low bidder, R. A. Heintz, et al, for their bid of $5,887,361.50. You will note that this is a favorable bid with relation to other bidders and well within the engineer's estimate. It is felt that readvertising would not result in lower bids and the delay would result in non-completion and use of the over-all project one season.

The second bidder has been advised of the situation and he has indicated willingness to take the project for his bid price. Copies of correspondence from State to Heintz and reply is forwarded for your information.

You have previously been furnished bid tabulations on the project.

All rights of access to or from abutting property are either (1) denied by law, or (2) have been acquired, or (3) have

NOTED
FLOYD QUERY

been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion.

Your concurrence of this date is requested for award of the contract to the second low bidder.

Very truly yours,

Forrest Cooper
State Highway Engineer

By L. H. Young.
L. H. Young
Office Engineer

LHY:mb
Att.
cc: R. L. Porter
L. P. Shaw
Floyd Query
F. D. Morgan
J. W. Nash

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JAN 16 1964
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FORM E-30 50M 5-62 43906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15, 1964

SUBJECT:

To: Memo to File

On January 10, I called Mr. R. A. Heintz and asked if he would accept the Siskiyou Summit-California Line job if it were tendered to him, he being the second low bidder. Mr. Heintz stated that he would accept the job and was ready to start work as soon as he was informed that everything was cleared.

Insomuch as considerable time will elapse between the date of the original bid opening (December 17) and the next Commission meeting on January 30, he asked that the completion date be advanced 30 days. After discussing this with the Construction Division, it was felt we could extend the completion date of Unit 1 15 days and the remaining job, 30 days and still have a reasonable chance of completing the paving work in the fall of 1965.

A letter was transmitted to Mr. Heintz in which we suggested that he express his willingness to accept this project with the indicated completion dates. Mr. Heintz telephoned on January 13, stating that the completion dates were o.k. but that he wished to have some more positive understanding as to whether or not the Commission would be apt to award the job to him if he expressed a willingness to accept it. Mr. Jackson was in the office on that date and he expressed a desire to award to the second low bidder in the interest of getting the job under way with the minimum loss of time. Mr. Simpson was called and he concurred in Mr. Jackson's decision. On January 14, Mr. Fridley was called and he also concurred.

I advised Mr. Heintz of the Commission's thinking, told him that this could not be considered as a positive commitment, and told him likewise that all we have from the Bureau of Public Roads at the moment is a verbal expression of concurrence. Mr. Heintz stated that this satisfied him and he would forward his letter of acceptance forthwith.

Mr. Query was asked to examine our record as to what we had done in the past on matters of this kind and a copy of his finding is attached. It appears there is no definite pattern established and that this is a discretionary matter for the Commission to decide.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. Lloyd P. Shaw Mr. L. H. Young
Mr. Floyd Query

Resumé of Contracts Defaulted and Readvertized or Awarded to Second Low Bidder

CONTRACT	DATE	CONTRACTOR	JOB
3348	5-26-50	Lee Hoffman	Marion St. Bridge Piers Low bid submitted by State Construction Company at $228,282. Awarded to Lee Hoffman at $246,570.
4897	4-19-57	O & S Painters	Maintenance painting on Springfield Bridge, McKenzie River Highway Bond forfeited - job readvertized. Awarded to Pacific Marine Service for $13,979
5198	4-4-58	Hoffman Construction Co.	Ontario Snake River Bridges Hoffman bid $720,492 but refused to accept contract. Job was readvertized.
5308	10-24-58	Bennett & Hickey	Fencing on Beverly Beach Park Bid $6,195 - forfeited bond
5486	5-28-59	Teeples and Thatcher	Cape Creek Tunnel Lining Bid $100,500 - forfeited bond. Job was readvertized
5760	7-28-60	A. W. McCoy & Co.	Santiam River Overflow Bridges Bid $41,067 - forfeited bond. Job readvertized
5963	9-21-61	Harley E. Lowe	Laurelhurst Park Latrine Bid $8,555. Had qualified his bid and would not accept this job. Job awarded to B.D. Greene, 2nd low bidder at $9,645.
5968	9-15-61	Pacific Concrete Co.	Camas Swale Bridge Extensions Claim of honest mistake accepted. Job readvertized.
5997	10-25-61	Linn-Lane Constr. Co.	Netarts-Sand Lake Tillamook County Road Bid $82,652 - contract not accepted by them. Awarded to second low bidder, Buckley Bell Constr. Co., at $84,676.92.
6004	12-8-61	Merl C. Howard and John E. Westgaard	Rogue River Bridge Area Park Facilities Bid $53,492.95 - contract not accepted by them. Bond collection authorized. Contract awarded to second low bidder, M.C. Lininger & Sons at $66,491.90.

Resumé of Contracts Defaulted - Cont.

CONTRACT	DATE	CONTRACTOR	JOB
6226	3-14-63	Carte Brothers Bid $37,240 - their claim of honest error was accepted and contract awarded to second low bidder, Beckley and Thomas Rock Products Co. at $51,520.	Tiller-Trail Rock Production

List is as Complete as we Could make it for 7 years 1957 thru 1963. The 1950 pt was recalled from memory & the facts determined F. Q veey

January 13, 1964

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JAN 13 1964
FOR FILING

January 10, 1964

Western Contracting Corporation
400 Bonsom Building
Sioux City, Iowa

Attention: Mr. M. F. Warner
Vice President

Gentlemen:

This will acknowledge your January 8 notice informing us that you cannot enter into the contract for the Siskiyou Summit-California Line Section of Interstate Route 5 in Jackson County because of errors in your computation as to the classification of materials. We also acknowledge receipt of the two copies of the unexecuted contract.

Your request to be released from any obligation under your bid bond will be brought to the attention of the Highway Commission at its January 30 meeting and you will be notified immediately thereafter of the Commission's action.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

ELP:ma

cc Mr. Forrest Cooper
Mr. Floyd Query

1-10-64
Contracts and original
letter from Western Contracting
Corporation to Mr. Query.

WESTERN CONTRACTING CORPORATION
400 BENSON BUILDING
SIOUX CITY 1, IOWA

January 8, 1964

Mr. Forrest Cooper,
State Highway Engineer,
State of Oregon,
State Highway Department,
Salem 10, Oregon.

Dear Mr. Cooper:

Reference is made to our bid submitted December 17, 1963 for the Grading of the Siskiyou Summit-California Line Section of Pacific Highway in Jackson County.

This letter is to confirm the notification given to you during our meeting on January 7, 1964, that after further investigation and study of our cost estimate, we find that our computations are in error as to classification of materials to be excavated and the required methods of construction, and that the work cannot be performed for our bid price.

In view of this, we wish to withdraw our erroneous bid, and request that we be released from any obligation under our bid guaranty.

The contract documents furnished us by your letter of December 26, 1963 are returned herewith unsigned.

Porter

Sincerely,

WESTERN CONTRACTING CORPORATION,

By M. F. Warner
M. F. Warner, Vice President

NOTED
R. L PORTER

MFW:BJ
Enc.

RECEIVED
JAN - 9 1964
OREGON
STATE HIGHWAY COMMISSION

:;.4.
.RSM
CON RSB MED 21 1-7-64 1040

K. L. Porter

XXXXXXX
F D MORGAN
L R CHANDLER

THE FOLLOWING INFORMATION WAS AVAILABLE AT THE MEDFORD OFFICE TO THE CONTRACTORS FOR BIDDING PURPOSES ON THE IXX SISKIYOU SMT-CALIF LINE SEC OF THE PACIFIC HWY:

TEN (10) VERTICAL AUGER HOLES AS FOLLOWS:
LS 686+1/// 686+25, RT,106' DEPTH 22'
LS 687+05, RT 103', DEPTH 24'
LS 687+15, RT 103', DEPTH 27'
LS 687+70, RT 107', DEPTH 13'
LS 688+30, RT 107', DEPTH 24'
LS 688+80, RT 80', DEPTH 27'
LS 688+60, RT 80', DEPTH 18'
LS 690+67, RT QQJN XXX 11', DEPTH 18'
LS 690+75, RT 11', DEPTH 16'
LS 731+00,)5 21', DEPTH 33'

FIVE (5) SOIL SAMPLES : 0 2 700, XXXXXX P 2 700, P1 790, P 888, AND P 2 668

A COPY OF A LETTER TO MR L R CHANDLER FROM R J VAN CLEAVE, DIVISION GEOLOGIST, DATED APRIL 18, 1962, ON SOILS AND MATERIAL RECONNAISSANCE

A COPY OF A LETTER TO THE OFFICE FROM ED JOHNSON, SOILS ENGR, DATED MAY 22, 1963, COVERING A REVIEWOXXX REVIEW OF THE PROPOSED CUT SLOPES EMBNAKMENT FOUNDTIONS AND LAND SLIDE AREAS

SEISMOGRAPH AT LS 630 (SLIDE AREA), LS 585 TO LS 599 (SUMMIT CUT ON SISKIYOU STA-SISKIYOU SMT PROJECT), LEFT OF LN 650 IN OLD QUARRY (CORES WERE ALSO AVAILABLE FROM THIS QUARRY AT BILL BROWN'S OFFICE IN ASHLAND). THE SIXXXX SEISMIC WORK AND CORES WERE NOT ON PROJECT PROPER BUT DID INDICATE THE CXXX SURROUNDING COUNTRY

CROSS SECTIONS OF THE ENTIRE PROJECT, A COPY OF THE AERIAL PHOTO MAP, A HARD COPY SHOWING CONTOURS AND A MASS DIAGRAM

ONE CONTRACTOR HAD COPIES MADE LOCALLY OF THE CROSS SECTIONS AND SOME OF THE CONTRACTORS DID EXTENSIVE DRILLING AND EXPLORATION WORK ON THEIR OWN

JACK C MCCORMICK
LF

:..4.

NOTED
R.L. PORTER

RECEIVED
DEC 31 1963
FOR FILING

53

December 31, 1963

Western Contracting Corporation
400 Benson Building
Sioux City, Iowa

Gentlemen:

We have been notified by the State Industrial Accident Commission that your firm is not on record in their department. This is in connection with the low bid which you submitted on December 17, 1963, for the Siskiyou Summit-California Line Section Project in Jackson County.

If you have not already done so, will you please secure the necessary registration material to establish an account with the State Industrial Accident Commission, Labor and Industries Building, Salem, Oregon.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc State Industrial Accident Commission
212 Labor and Industries Building
Salem, Oregon 97310

Attn: W. W. Geibel

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM 97310

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
LABOR AND INDUSTRIES BUILDING
SALEM, OREGON

ATTENTION Rate & Survey
WWG - Pending

December 30, 1963

Mr. Floyd Query, Secretary
State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Query:

The employers awarded contracts on December 18, 1963, are registered with the Commission with the exception of Western Contracting Corporation, Sioux City, Iowa. Their contract is for work in Jackson County, your contract #6369.

Your cooperation is assisting us to see that the firm is properly registered before work begins will be greatly appreciated.

Yours truly,

R. G. Savage, Director
Employer Coverage Division

By: W. W. Geibel
W. W. Geibel

WWG/mg

Cc, please write to Western -16

NOTED
C. W. HEAD

RECEIVED
DEC 3 1 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 26 1963
FOR FILING

December 24, 1963

Western Contracting Corp.,
400 Benson Bldg.,
Sioux City
Iowa

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

> Contract #6369, awarded December 18, 1963, for grading the Siskiyou Summit-California Line Section of Pacific Highway in Jackson County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is July 31, 1965.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
L. R. Chandler
Resident Engineer
Frank Morgan

RECEIVED
DEC 20 1963
FOR FILING
153
6369

December 20, 1963

Mr. Clarence Porter
1221 Failing Building
Portland 4, Oregon

Dear Sir:

The Aetna Casualty and Surety Company furnished the bid bond for Western Contracting Corporation in their proposal to construct the Siskiyou Summit-California Line Section south of Ashland.

As you requested you will find attached the latest list of contractors prequalified with the State Highway Department.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

Attachment

RECEIVED
DEC 18 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

53

6369

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
December 18, 1963

Western Contracting Corp.,
400 Benson Bldg.,
Sioux City
Iowa

Gentlemen:

The State Highway Commission on December 18, 1963, awarded to you State Highway Contract No. 6369 for the following project:

Grading the Siskiyou Summit-California Line Section of Pacific Highway in Jackson County.

This award was based on your low bid of $4,874,358.00 which was submitted to the Commission on December 17, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. M. Young
R. C. Savage (SIAC)

DATE OF OPENING BIDS December 17, 1963
NO. OF BIDS RECEIVED 7

OREGON STATE HIGHWAY DEPAR

ITEMIZED BIDS RECEIVED

SECTION Siskiyou Summit-Calif. Line
HIGHWAY Pacific
COUNTY Jackson
TYPE OF WORK Grading

NO.	ITEM	QUANTITY	UNIT	Western Contracting Corp. Sioux City, Iowa		Morrison-Knudsen Co., Inc. Boise, Idaho
				UNIT BID	AMOUNT	UNIT BID
1	CLEARING AND GRUBBING	1.000	LUMP SUM	225000.00	225,000.00	145000.00
2	DRAINAGE EXCAVATION UNCLASSIFIED	20,700.000	CU YDS	3.75	77,625.00	2.60
3	EMBANKMENT FOUNDATION EXC UNCLASSIFIED	335,100.000	CU YDS	.95	318,345.00	.65
4	GENERAL EXCAVATION UNCLASSIFIED	6,971,000.000	CU YDS	.47	3,276,370.00	.68
5	SHORT OVERHAUL	24,762,000.000	YD STAS	.01	247,620.00	.0050
6	LONG OVERHAUL	576,400.000	C-YD STAS	.35	201,740.00	.40
7	FINISHING ROADBED AND SLOPES	1.000	LUMP SUM	10000.00	10,000.00	6500.00
8	ROUNDING CUTBANKS	26,500.000	LIN FT	.25	6,625.00	.20
9	SPRINKLING	10,000.000	M-GALS	2.40	24,000.00	6.00
10	SEEDING	165.000	ACRES	130.00	21,450.00	155.00
11	MULCHING	165.000	ACRES	300.00	49,500.00	220.00
12	GRASS SEED CREEPING RED FESCUE	1,650.000	LBS	.80	1,320.00	1.00
13	GRASS SEED CHEWINGS FESCUE	1,155.000	LBS	.80	924.00	1.00
14	GRASS SEED PERENNIAL RYEGRASS	495.000	LBS	.80	396.00	1.00
15	GRASS SEED NEWPORT BLUEGRASS	825.000	LBS	.80	660.00	1.00
16	GRASS SEED DUTCH WHITE CLOVER	825.000	LBS	.80	660.00	1.00
17	INORGANIC FERTILIZER 10-16-8	660.000	CWT	7.00	4,620.00	6.50
18	15-INCH CULVERT PIPE	960.000	LIN FT	5.00	4,800.00	3.50
19	18-INCH CULVERT PIPE	440.000	LIN FT	5.00	2,200.00	5.00

LOW BID

F.A.P. NO. I-5-1(30)00

SHEET NO. 1 OF 6 SHEETS PAGE 5

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED BIDS RECEIVED

Western Contracting Corp. Sioux City, Iowa		Morrison-Knudsen Co., Inc. Boise, Idaho	Slate-Hall Portland	Goodfellow Bros., Inc. Wenatchee, Wn.	Gibbons and Reed Co. Salt Lake City Utah	R.A.Heintz Const.-Kizer Equip.-Ray Kizer Const. Portland
UNIT BID	AMOUNT	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID
225000.00	225,000.00	145000.00	300000.00	330000.00	113069.00	225000.00
3.75	77,625.00	2.60	3.00	4.00	3.00	2.80
.95	318,345.00	.65	.80	1.00	.70	.75
.47	3,276,370.00	.68	.75	.70	1.00	.66
.01	247,620.00	.0050	.0050	.0050	.0050	.0050
.35	201,740.00	.40	.30	.35	.35	.30
10000.00	10,000.00	6500.00	20000.00	8000.00	5000.00	10000.00
.25	6,625.00	.20	.25	.20	.18	.20
2.40	24,000.00	6.00	2.50	3.00	2.25	2.50
130.00	21,450.00	155.00	150.00	130.00	130.00	160.00
300.00	49,500.00	220.00	250.00	250.00	240.00	200.00
.80	1,320.00	1.00	1.00	.70	1.00	1.00
.80	924.00	1.00	1.00	.70	1.00	1.00
.80	396.00	1.00	1.00	.70	1.00	1.00
.80	660.00	1.00	1.00	.70	1.00	1.00
.80	660.00	1.00	1.00	.70	1.00	1.00
7.00	4,620.00	6.50	7.00	6.50	5.00	8.00
5.00	4,800.00	3.50	4.10	4.00	3.40	4.00
5.00	2,200.00	5.00	5.00	5.00	4.00	4.70

LOW BID

DATE OF OPENING BIDS December 17, 1963
NO. OF BIDS RECEIVED 7

OREGON STATE HIGHWAY DEPARTM

ITEMIZED BIDS RECEIVED

SECTION Siskiyou Summit-Calif. Line
HIGHWAY Pacific
COUNTY Jackson
TYPE OF WORK Grading

NO.	ITEM	QUANTITY	UNIT	Western Contracting Corp. Sioux City, Iowa		Morrison-Knudsen Co., Inc. Boise, Idaho	
				UNIT BID	AMOUNT	UNIT BID	
20	24-INCH CULVERT PIPE	360.000	LIN FT	8.00	2,880.00	6.80	
21	15-INCH METAL PIPE	480.000	LIN FT	6.00	2,880.00	4.70	
22	18-INCH METAL PIPE	530.000	LIN FT	5.50	2,915.00	5.00	
23	24-INCH METAL PIPE	2,390.000	LIN FT	12.00	28,680.00	13.00	
24	36-INCH METAL PIPE	640.000	LIN FT	22.00	14,080.00	21.00	
25	48-INCH METAL PIPE	350.000	LIN FT	24.00	8,400.00	21.00	
26	60-INCH METAL PIPE	400.000	LIN FT	46.00	18,400.00	36.00	
27	72-INCH METAL PIPE	650.000	LIN FT	60.00	39,000.00	45.00	
28	24-INCH CONCRETE PIPE	110.000	LIN FT	11.00	1,210.00	13.00	
29	EXTRA FOR PIPE UNDER PAVEMENT	60.000	LIN FT	12.00	720.00	38.00	
30	15-INCH CULVERT END SECTIONS	6.000	ONLY	30.00	180.00	63.00	
31	18-INCH CULVERT END SECTIONS	8.000	ONLY	36.00	288.00	67.00	
32	24-INCH CULVERT END SECTIONS	4.000	ONLY	55.00	220.00	79.00	
33	48-INCH CULVERT END SECTIONS	1.000	ONLY	240.00	240.00	240.00	
34	48-INCH PIPE DIAPHRAGMS	4.000	ONLY	280.00	1,120.00	150.00	
35	6-IN PERF METAL DRAIN PIPE UNCOATED	630.000	LIN FT	2.00	1,260.00	1.70	
36	8-IN PERF METAL DRAIN PIPE UNCOATED	15,400.000	LIN FT	3.00	46,200.00	5.00	
37	12-IN PERF METAL DRAIN PIPE UNCOATED	5,300.000	LIN FT	3.50	18,550.00	5.00	
38	18-IN PERF METAL DRAIN PIPE UNCOATED	3,000.000	LIN FT	6.00	18,000.00	7.50	

LOW BID

F.A.P. NO. I-5-1(30)00
SHEET NO. 2 OF 6 SHEETS PAGE 5

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED BIDS RECEIVED

Western Contracting Corp. Sioux City, Iowa		Morrison-Knudsen Co., Inc. Boise, Idaho	Slate-Hall Portland	Goodfellow Bros., Inc. Wenatchee, Wn.	Gibbons and Reed Co. Salt Lake City, Utah	R.A.Heintz Const.-Kizer Equip.-Ray Kizer Const. Portland
UNIT BID	AMOUNT	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID
8.00	2,880.00	6.80	6.50	6.00	5.25	7.00
6.00	2,880.00	4.70	4.50	4.00	3.55	4.20
5.50	2,915.00	5.00	5.00	6.00	4.00	4.50
12.00	28,680.00	13.00	9.50	12.00	10.00	10.00
22.00	14,080.00	21.00	23.00	30.00	20.00	27.00
24.00	8,400.00	21.00	25.00	30.00	20.00	31.00
46.00	18,400.00	36.00	42.00	40.00	40.00	42.00
60.00	39,000.00	45.00	54.00	56.00	43.00	55.00
11.00	1,210.00	13.00	7.00	10.00	7.00	6.00
12.00	720.00	38.00	10.00	10.00	1.60	20.00
30.00	180.00	63.00	30.00	25.00	24.00	30.00
36.00	288.00	67.00	40.00	40.00	27.00	35.00
55.00	220.00	79.00	60.00	50.00	39.00	50.00
240.00	240.00	240.00	200.00	200.00	170.00	210.00
280.00	1,120.00	150.00	300.00	120.00	120.00	105.00
2.00	1,260.00	1.70	2.40	3.00	1.20	2.25
3.00	46,200.00	5.00	3.25	3.00	2.10	2.90
3.50	18,550.00	5.00	3.50	3.50	2.40	3.50
6.00	18,000.00	7.50	6.25	7.00	5.25	6.50

LOW BID

DATE OF OPENING BIDS December 17, 1963
NO. OF BIDS RECEIVED 7

OREGON STATE HIGHWAY DEPART

ITEMIZED BIDS RECEIVED

SECTION Siskiyou Summit-Calif. Line
HIGHWAY Pacific
COUNTY Jackson
TYPE OF WORK Grading

NO.	ITEM	QUANTITY	UNIT	Western Contracting Corp. Sioux City, Iowa UNIT BID	Western Contracting Corp. Sioux City, Iowa AMOUNT	Morrison-Knudsen Co., Inc. Boise, Idaho UNIT BID
39	SPECIAL BACKFILL IN DRAINS	4,800.000	CU YDS	7.50	36,000.00	9.00
40	60-IN STR PLATE PIPE STA 742&70	1.000	LUMP SUM	45000.00	45,000.00	30000.00
41	84-IN STR PLATE PIPE STA 678&77	1.000	LUMP SUM	80000.00	80,000.00	50000.00
42	CONCRETE INLETS TYPE D	20.000	ONLY	200.00	4,000.00	250.00
43	CONCRETE INLETS TYPE G-2	1.000	ONLY	240.00	240.00	275.00
44	24-INCH JUNCTION BOXES	1.000	ONLY	450.00	450.00	500.00
45	CLASS A CONCRETE	100.000	CU YDS	100.00	10,000.00	125.00
46	METAL REINFORCEMENT	16,600.000	LBS	.15	2,490.00	.15
47	TYPE 2 FENCE	2,200.000	RODS	8.00	17,600.00	7.50
	TOTAL BID				4,874,858.00	6,055,940.00
					LOW BID	

F.A.P. NO. I-5-1(30)00
SHEET NO. 3 OF 6 SHEETS PAGE 5

EGON STATE HIGHWAY DEPARTMENT

ITEMIZED BIDS RECEIVED

Western Contracting Corp. Sioux City, Iowa		Morrison-Knudsen Co., Inc. Boise, Idaho	Slate-Hall Portland	Goodfellow Bros., Inc. Wenatchee, Wn.	Gibbons and Reed Co. Salt Lake City, Utah	R.A.Heintz Const.-Kizer Equip.-Ray Kizer Const. Portland
UNIT BID	AMOUNT	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID
7.50	36,000.00	9.00	10.50	8.00	10.00	7.00
45000.00	45,000.00	30000.00	32000.00	30000.00	31414.00	24800.00
80000.00	80,000.00	50000.00	62000.00	60000.00	50343.00	47600.00
200.00	4,000.00	250.00	300.00	300.00	345.00	200.00
240.00	240.00	275.00	350.00	300.00	400.00	250.00
450.00	450.00	500.00	300.00	400.00	190.00	300.00
100.00	10,000.00	125.00	120.00	90.00	80.00	72.00
.15	2,490.00	.15	.14	.20	.13	.20
8.00	17,600.00	7.50	8.00	7.00	6.50	9.00
	4,874,858.00	6,055,940.00	6,669,062.00	6,444,495.00	8,131,550.00	5,887,361.50

LOW BID

DATE OF OPENING BIDS December 17, 1963
NO. OF BIDS RECEIVED 7

OREGON STATE HIGHWAY DEPA

ITEMIZED BIDS RECEIVED

SECTION Siskiyou Summit-Calif. Line
HIGHWAY Pacific
COUNTY Jackson
TYPE OF WORK Grading

NO.	ITEM	QUANTITY	UNIT	Western Contracting Corp. Sioux City, Iowa UNIT BID	Western Contracting Corp. Sioux City, Iowa AMOUNT	Peter Kiewit Sons' Co. Omaha, Nebr. UNIT BID
1	CLEARING AND GRUBBING	1.000	LUMP SUM	225000.00	225,000.00	250000.00
2	DRAINAGE EXCAVATION UNCLASSIFIED	20,700.000	CU YDS	3.75	77,625.00	3.50
3	EMBANKMENT FOUNDATION EXC UNCLASSIFIED	335,100.000	CU YDS	.95	318,345.00	1.00
4	GENERAL EXCAVATION UNCLASSIFIED	6,971,000.000	CU YDS	.47	3,276,370.00	.70
5	SHORT OVERHAUL	24,762,000.000	YD STAS	.01	247,620.00	.005
6	LONG OVERHAUL	576,400.000	C-YD STAS	.35	201,740.00	.40
7	FINISHING ROADBED AND SLOPES	1.000	LUMP SUM	10000.00	10,000.00	5000.00
8	ROUNDING CUTBANKS	26,500.000	LIN FT	.25	6,625.00	.20
9	SPRINKLING	10,000.000	M-GALS	2.40	24,000.00	3.00
10	SEEDING	165.000	ACRES	130.00	21,450.00	145.00
11	MULCHING	165.000	ACRES	300.00	49,500.00	200.00
12	GRASS SEED CREEPING RED FESCUE	1,650.000	LBS	.80	1,320.00	1.00
13	GRASS SEED CHEWINGS FESCUE	1,155.000	LBS	.80	924.00	1.00
14	GRASS SEED PERENNIAL RYEGRASS	495.000	LBS	.80	396.00	1.00
15	GRASS SEED NEWPORT BLUEGRASS	825.000	LBS	.80	660.00	1.00
16	GRASS SEED DUTCH WHITE CLOVER	825.000	LBS	.80	660.00	1.00
17	INORGANIC FERTILIZER 10-16-8	660.000	CWT	7.00	4,620.00	6.50
18	15-INCH CULVERT PIPE	960.000	LIN FT	5.00	4,800.00	4.00
19	18-INCH CULVERT PIPE	440.000	LIN FT	5.00	2,200.00	5.00

LOW BID

F.A.P. NO. I-5-1(30)00
SHEET NO. 4 OF 6 SHEETS PAGE 5

REGON STATE HIGHWAY DEPARTMENT

ITEMIZED BIDS RECEIVED

	Western Contracting Corp. Sioux City, Iowa		Peter Kiewit Sons' Co. Omaha, Nebr.									
	UNIT BID	AMOUNT	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID
	225000.00	225,000.00	250000.00									
	3.75	77,625.00	3.50									
	.95	318,345.00	1.00									
	.47	3,276,370.00	.70									
	.01	247,620.00	.0050									
	.35	201,740.00	.40									
	10000.00	10,000.00	5000.00									
	.25	6,625.00	.20									
	2.40	24,000.00	3.00									
	130.00	21,450.00	145.00									
	300.00	49,500.00	200.00									
	.80	1,320.00	1.00									
	.80	924.00	1.00									
	.80	396.00	1.00									
	.80	660.00	1.00									
	.80	660.00	1.00									
	7.00	4,620.00	6.50									
	5.00	4,800.00	4.00									
	5.00	2,200.00	5.00									

LOW BID

DATE OF OPENING BIDS December 17, 1963
NO. OF BIDS RECEIVED 7

OREGON STATE HIGHWAY DEPAR

ITEMIZED BIDS RECEIVED

SECTION Siskiyou Summit-Calif. Line
HIGHWAY Pacific
COUNTY Jackson
TYPE OF WORK Grading

NO.	ITEM	QUANTITY	UNIT	Western Contracting Corp., Sioux City, Iowa		Peter Kiewit Sons' Co. Omaha, Nebr.
				UNIT BID	AMOUNT	UNIT BID
20	24-INCH CULVERT PIPE	360.000	LIN FT	8.00	2,880.00	7.00
21	15-INCH METAL PIPE	480.000	LIN FT	6.00	2,880.00	5.00
22	18-INCH METAL PIPE	530.000	LIN FT	5.50	2,915.00	6.00
23	24-INCH METAL PIPE	2,390.000	LIN FT	12.00	28,680.00	11.00
24	36-INCH METAL PIPE	640.000	LIN FT	22.00	14,080.00	21.00
25	48-INCH METAL PIPE	350.000	LIN FT	24.00	8,400.00	21.00
26	60-INCH METAL PIPE	400.000	LIN FT	46.00	18,400.00	35.00
27	72-INCH METAL PIPE	650.000	LIN FT	60.00	39,000.00	42.00
28	24-INCH CONCRETE PIPE	110.000	LIN FT	11.00	1,210.00	10.00
29	EXTRA FOR PIPE UNDER PAVEMENT	60.000	LIN FT	12.00	720.00	4.00
30	15-INCH CULVERT END SECTIONS	6.000	ONLY	30.00	180.00	35.00
31	18-INCH CULVERT END SECTIONS	8.000	ONLY	36.00	288.00	40.00
32	24-INCH CULVERT END SECTIONS	4.000	ONLY	55.00	220.00	50.00
33	48-INCH CULVERT END SECTIONS	1.000	ONLY	240.00	240.00	200.00
34	48-INCH PIPE DIAPHRAGMS	4.000	ONLY	280.00	1,120.00	150.00
35	6-IN PERF METAL DRAIN PIPE UNCOATED	630.000	LIN FT	2.00	1,260.00	2.50
36	8-IN PERF METAL DRAIN PIPE UNCOATED	15,400.000	LIN FT	3.00	46,200.00	3.00
37	12-IN PERF METAL DRAIN PIPE UNCOATED	5,300.000	LIN FT	3.50	18,550.00	3.50
38	18-IN PERF METAL DRAIN PIPE UNCOATED	3,000.000	LIN FT	6.00	18,000.00	5.50

LOW BID

F.A.P. NO. I-5-1(30)00
SHEET NO. 5 OF 6 SHEETS PAGE 5

REGON STATE HIGHWAY DEPARTMENT

ITEMIZED BIDS RECEIVED

Western Contracting Corp. Sioux City, Iowa		Peter Kiewit Sons' Co. Omaha, Nebr.				
UNIT BID	AMOUNT	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID
8.00	2,880.00	7.00				
6.00	2,880.00	5.00				
5.50	2,915.00	6.00				
12.00	28,680.00	11.00				
22.00	14,080.00	21.00				
24.00	8,400.00	21.00				
46.00	18,400.00	35.00				
60.00	39,000.00	42.00				
11.00	1,210.00	10.00				
12.00	720.00	4.00				
30.00	180.00	35.00				
36.00	288.00	40.00				
55.00	220.00	50.00				
240.00	240.00	200.00				
280.00	1,120.00	150.00				
2.00	1,260.00	2.50				
3.00	46,200.00	3.00				
3.50	18,550.00	3.50				
6.00	18,000.00	5.50				

LOW BID

DATE OF OPENING BIDS December 17, 1963
NO. OF BIDS RECEIVED 7

OREGON STATE HIGHWAY DEPAR

ITEMIZED BIDS RECEIVED

SECTION Siskiyou Summit-Calif. line
HIGHWAY Pacific
COUNTY Jackson
TYPE OF WORK Grading

NO.	ITEM	QUANTITY	UNIT	Western Contracting Corp. Sioux City, Iowa		Peter Kiewit Sons' Co. Omaha, Nebr.
				UNIT BID	AMOUNT	UNIT BID
39	SPECIAL BACKFILL IN DRAINS	4,800.000	CU YDS	7.50	36,000.00	10.00
40	60-IN STR PLATE PIPE STA 742&70	1.000	LUMP SUM	45000.00	45,000.00	30000.00
41	84-IN STR PLATE PIPE STA 678&77	1.000	LUMP SUM	80000.00	80,000.00	50000.00
42	CONCRETE INLETS TYPE D	20.000	ONLY	200.00	4,000.00	265.00
43	CONCRETE INLETS TYPE G-2	1.000	ONLY	240.00	240.00	300.00
44	24-INCH JUNCTION BOXES	1.000	ONLY	450.00	450.00	500.00
45	CLASS A CONCRETE	100.000	CU YDS	100.00	10,000.00	125.00
46	METAL REINFORCEMENT	16,600.000	LBS	.15	2,490.00	.15
47	TYPE 2 FENCE	2,200.000	RODS	8.00	17,600.00	7.50
	TOTAL BID				4,874,858.00	6,351,890.00

LOW BID

F.A.P. NO. I-5-1(30)00
SHEET NO. 6 OF 6 SHEETS PAGE 5

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED BIDS RECEIVED

Western Contracting Corp. Sioux City, Iowa		Peter Kiewit Sons' Co. Omaha, Nebr.				
UNIT BID	AMOUNT	UNIT BID	UNIT BID	UNIT BID	UNIT BID	UNIT BID
7.50	36,000.00	10.00				
45000.00	45,000.00	30000.00				
80000.00	80,000.00	50000.00				
200.00	4,000.00	265.00				
240.00	240.00	300.00				
450.00	450.00	500.00				
100.00	10,000.00	125.00				
.15	2,490.00	.15				
8.00	17,600.00	7.50				
	4,874,858.00	6,351,890.00				

LOW BID

RECEIVED
APR 28 1964

APPLICATION FOR PLANS AND PROPOSAL FORMS

FOR FILING

6369

OREGON STATE HIGHWAY COMMISSION,
SALEM 10, OREGON

April 28, 1964

OFFICE USE

	Office delivery date	Mailed date	Back order (S&P)	Back order (Plans)

Please mail to WESTERN CONTRACTING CORPORATION

at 100 Dragon Building, Sioux City 1, Iowa

Please mail the following projects, as per Proposal Bulletin, Date Thereof 6)

Information Covering Contract Obligations

The following report of the status of all uncompleted work which the undersigned [individual, copartnership or corporation] has undertaken, or in connection with which I am (or we are) financially obligated, [including bond, private and public contracts], both general contracts and subcontracts, whether completed but not accepted and contracts not yet commenced [under contract].

Contract No.	Name of Contractor	Description of Work	No. of Units of Work	Contract Price	Amount of Contract	Amount Earned on Contract	Date Contract Completed
				Totals			

[illegible]: .....

.....

I [illegible] the statement of the contractual obligations of the contractor or contracting [illegible], to which it is submitted.

.....

By .....

Title .....

CONTRACT PERFORMANCE SCHEDULE
1968-1969
WESTERN CONTRACTING CORPORATION
SIOUX CITY, IOWA

AS OF Nov. 1, 1968

PROJECT	1	2	3	4	CONTRACT AMOUNT	% COMP. TO DATE
BIG BEND DAM #1, SO. DAK. U. S. Corps of Engineers, Omaha					$ 5,700,000	94.9
BIG BEND SPILLWAY, SO. DAK. U. S. Corps of Engineers, Omaha					6,198,000	92.2
LOS ANGELES HARBOR DREDGING U. S. Corps of Engineers, Los Angeles					1,148,000	100.0
MISS. RIVER-GULF OUTLET, LA. U. S. Corps of Engineers, New Orleans					2,976,000	100.0
I-25 PAVING, COLORADO State of Colorado, Denver					2,167,000	86.5
MITCHELL, SO. DAK., INT. PAVING State of South Dakota, Pierre					665,000	80.0
TOLEDO HARBOR DREDGING U. S. Corps of Engineers, Detroit					310,000	90.6
KENNECOTT MINE STRIPPING, UTAH Kennecott Copper Corporation					5,040,000	36.4
NO. DAKOTA BRIDGE SUBSTRUCTURE No. Dakota Highway Department					531,000	46.4
TINKER AFB PAVING, OKLAHOMA U. S. Corps of Engineers, Fort Worth					4,789,000	68.0
HAWAII U. S. Navy					4,025,000	42.2
I-29 PAVING (I), SO. DAKOTA State of So. Dakota, Pierre					2,735,000	0.0
I-29 PAVING (II), SO. DAKOTA State of So. Dakota, Pierre					1,505,000	0.0
I-25 PAVING, WYOMING State of Wyoming, Cheyenne					1,970,000	0.0
SUMMERSVILLE DAM & DIKES, W. VA. U. S. Corps of Engineers, Huntington					28,260,000	52.3
MILFORD DAM, KANSAS U. S. Corps of Engineers, Wichita					13,742,000	51.8
CALOOSAHATCHEE RIVER DREDGING, FLORIDA U. S. Corps of Engineers, Jacksonville					4,118,000	5.0
					TOTAL AMOUNT ALL CONTRACTS	$78,881,000
					TOTAL WORK PERFORMED TO DATE	46,695,267
					WORK REMAINING TO BE PERFORMED	32,185,733

F-127(13) Selma Sec., Redwood Hwy. (Grad., Pav. & Struct.) 1963

#6370

94A 2671

RECEIVED
NOV 16 1966
FOR FILING

F-127 (13)

6370

November 16, 1966

St. Paul Fire & Marine Insurance
Company
1500 N.E. Irving Street
Portland, Oregon 97232

Gentlemen:

A post-final payment for $654 will be made to C and H Durbin Construction Company on Contract No. 6370 for grading, paving, and structure on the Selma Section of the Redwood Highway in Josephine County, as soon as the warrant is prepared.

The total amount paid on this contract will be $337,176.42 including the post-final payment. Of the total $1,505.82 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
cc C and H Durbin Construction Company
Route 1, Box 244
Eugene, Oregon

Tromp and McKinley Agency
260 11th Avenue, East
Eugene, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
APR 28 1965

April 27, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

This is to advise you that the seeding and mulching work on the Selma Section of the Redwood Highway, Contract No. 6370, Project No. F-127(13), in Josephine County, was completed April 9, 1965.

The work was authorized by Order for State Work No. 3 dated June 19, 1964.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

VG:ia

cc: R. N. Chase

RECEIVED
JAN 26 1965
FOR FILING

January 25, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed September 15, 1964 on Contract No. 6370. The contract was with C & H Durbin Construction Company and was for grading, paving and structure on the Selma Section of the Redwood Highway in Josephine County.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This will be presented to you at the Commission meeting on January 27.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

LPS:bjs

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: 9107-1197A		WEEK ENDING: December 26, 1964
SECTION: Selma		SECTION PREFIX: 17-1056
HIGHWAY: Redwood		COUNTY: Josephine
NAME OF JOB: Selma	KIND OF WORK: Grading, Pavin & Structures	
CONTRACTOR: C & H Durbin Construction Co.	CONTRACT NUMBER: 6370	FEDERAL AID PROJECT NUMBER: F-127(13)
DATE OF CONTRACT: 12-18-63	DATE WORK STARTED: 1-7-64	[redacted] COMPLETION DATE: 9-30-64
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS: 120	WORK DAYS USED: 115
		PERCENT OF TIME ELAPSED: 95.8
PROJECT AUTHORIZATION: $ 395,890.31	ENGINEERING AUTHORIZATION: $ 28,152.20	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EXCLUSIVE OF ENGINEERING: $ 367,738.11	ENGINEERING COST TO DATE: $ 34,613.21	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 341,393.09	PERCENT OF AUTHORIZATION: 123 %	
ESTIMATED PERCENT: OVERRUN / UNDERRUN: ____ %	DATE PROJECT WAS COMPLETED: 9-30-64	

Semi-Final Estimate transmitted to Division December 24, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.02	1.02			1.02
MILES PARTIALLY COMPLETED	None	None			None
MILES COMPLETED	1.02	1.02			1.02
TOTAL ESTIMATED QUANTITIES (CONTRACT)	167,000	40,350			5,100
TOTAL QUANTITIES CORRECTED TO DATE	157,433	39,899			5,273
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	157,433				5,273
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY 20	Rain		
MONDAY 21	Rain		
TUESDAY 22	Rain		
WEDNESDAY 23	Rain		
THURSDAY 24	Showers		
FRIDAY 25			
SATURDAY 26			

NOTED

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	No Work
TUESDAY	No Work
WEDNESDAY	No Work
THURSDAY	No Work
FRIDAY	
SATURDAY	

REMARKS

SIGNED Homer E. Roberts

ADDRESS P. O. Box 306, Grants Pass, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

FORM E-1 (REV 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: 9107 - 1197 A		WEEK ENDING: December 19, 1964
SECTION: SELMA		SECTION PREFIX: 17-1056
HIGHWAY: Redwood		COUNTY: Josephine
NAME OF JOB: SELMA	KIND OF WORK: Grading, Paving & Structure	
CONTRACTOR: C. & H. Durbin Const. Co.	CONTRACT NUMBER: 6370	FEDERAL AID PROJECT NUMBER: F - 127 - (13)
DATE OF CONTRACT: December 18, 1963	DATE WORK STARTED: January 7, 1964	~~ESTIMATED~~ COMPLETION DATE: September 30, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK — MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS: 120	WORK DAYS USED: 115
PROJECT AUTHORIZATION: $ 395,890.31	ENGINEERING AUTHORIZATION: $ 28,152.20	PERCENT OF TIME ELAPSED: 95.8%
EXCLUSIVE OF ENGINEERING: $ 367,738.11	ENGINEERING COST TO DATE: $ 34,613.21	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 %
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 341,393.09	PERCENT OF AUTHORIZATION: 123.0 %	
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 7.16%	DATE PROJECT WAS COMPLETED: September 30, 1964	

Expect to have Semi -final Estimate December 21, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.02	1.02			1.02
MILES PARTIALLY COMPLETED	None	None			None
MILES COMPLETED	1.02	1.02			1.02
TOTAL ESTIMATED QUANTITIES (CONTRACT)	167,000	40,350			5,100
TOTAL QUANTITIES CORRECTED TO DATE	157,433.1	39,898.98			5,272.695
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	157,433.1	39,898.98			5,272.695
AVERAGE DAILY QUANTITIES	--	--			--
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	--	--			--
NUMBER OF SHIFTS PER DAY	--	--			--
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY 13	Overcast		
MONDAY 14	Rain		
TUESDAY 15	Cloudy		
WEDNESDAY 16	Overcast		
THURSDAY 17	Cold		
FRIDAY 18	Cloudy		
SATURDAY 19			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No Work
MONDAY	No Work
TUESDAY	No Work
WEDNESDAY	No Work
THURSDAY	No Work
FRIDAY	No Work
SATURDAY	

REMARKS

SIGNED J. E. Robert

ADDRESS P.O. Box 306, Grants Pass, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

FORM E-1 (REV. 9-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: 9107 - 1197 A		WEEK ENDING: December 5, 1964
SECTION: SELMA		SECTION PREFIX: 17-1056
HIGHWAY: Redwood		COUNTY: Josephine
NAME OF JOB: SELMA	KIND OF WORK: Grading, Paving & Structure	
CONTRACTOR: C. & H. Durbin Const. Co.	CONTRACT NUMBER: 6370	FEDERAL AID PROJECT NUMBER: F - 127 - (13)
DATE OF CONTRACT: December 18, 1963	DATE WORK STARTED: January 7, 1964	~~ESTIMATED~~ COMPLETION DATE: September 15, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS: 120	WORK DAYS USED: 115
PROJECT AUTHORIZATION: $ 395,890.31	ENGINEERING AUTHORIZATION $ 28,152.20	PERCENT OF TIME ELAPSED: 95.8 %
EXCLUSIVE OF ENGINEERING: $ 367,738.11	ENGINEERING COST TO DATE $ 29,860.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 367,738.11	PERCENT OF AUTHORIZATION 106.1 %	100%
ESTIMATED PERCENT: OVERRUN / UNDERRUN ____ %	DATE PROJECT WAS COMPLETED:	September 15, 1964

Expect to have Semifinal Estimate December 15, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	~~OIL AND~~/OR PAVE.	MAT'L. PROD.	
100	100	100	100	100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.02	1.02			1.02
MILES PARTIALLY COMPLETED	None	None			None
MILES COMPLETED	1.02	1.02			1.02
TOTAL ESTIMATED QUANTITIES (CONTRACT)	167,000	40,350			5,100
TOTAL QUANTITIES CORRECTED TO DATE	155,000	39,902			5,264
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	153,000	39,902			5,264
AVERAGE DAILY QUANTITIES	--	--			--
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	--	--			--
NUMBER OF SHIFTS PER DAY	--	--			--
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY 11-29	Fair		
MONDAY 11-30	Rain		NOTED JOHN R. OAKES
TUESDAY 12-1	Rain		
WEDNESDAY 2	Rain		
THURSDAY 3	Cloudy		
FRIDAY 4	Overcast		
SATURDAY 5			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 11-29	
MONDAY 11-30	No Work
TUESDAY 12-1	No Work
WEDNESDAY 2	No Work
THURSDAY 3	No Work
FRIDAY 4	No Work
SATURDAY 5	

REMARKS

SIGNED [signature]

ADDRESS P.O. Box 306, Grants Pass, Oregon

SEND ORIGINAL TO SALEM OFFICE. (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
JUL 21 1964

FOR FILING

STATE COPY

Oregon State Highway Department

Federal Aid
Project No. F-127(13)

F-127(13)

SMALL SECTION OF THE REDWOOD

HIGHWAY IN JOSEPHINE COUNTY

(Revised proposal agreement estimate. Revised to eliminate the work retained in P.E. [illegible] Section on which participation will not be claimed.)

Salem, Oregon, July 3, 1964

Fed. Aid 127
Sta. [illegible]+33.23 to Sta. 1125+50)(Contract 6370)

Mobilization and Demobilization	All Required		$ 22,670.00
Roadway Excavation, Unclassified	820 cu.yds.	$ 2.50	2,050.00
Channel Excavation, Unclassified	167,000 cu.yds.	0.33	55,110.00
Borrow, Unclassified	600,000 yd.stas.	0.01	6,000.00
Ditch Excavation	5,000 C-yd.stas.	0.30	1,500.00
Finishing Roadbed and Slopes	1.02 miles	1,200.00	1,224.00
Roadside Cattleguards	1,800 lin.ft.	0.18	324.00
11-inch Culvert Pipe	970 lin.ft.	3.00	2,910.00
18-inch Culvert Pipe	1,020 lin.ft.	4.50	4,590.00
24-inch Culvert Pipe	70 lin.ft.	6.10	427.00
30-inch Culvert Pipe	160 lin.ft.	8.20	1,312.00
18-inch Culvert End Sections	8 only	35.00	280.00
24-inch Culvert End Sections	1 only	100.00	100.00
51-inch Arch-Pipe Corrugated Metal Pipe	140 lin.ft.	21.75	3,045.00
6-inch Perforated Metal Drain Pipe	200 lin.ft.	1.75	350.00
Special Backfill in Drains	24 cu.yds.	10.00	240.00
Class A-1 Concrete in Box Culverts	50 cu.yds.	68.00	3,400.00
Metal Reinforcement in Box Culverts	7,000 lbs.	0.13	910.00
Metal Curb Rail	1,120 lin.ft.	2.45	2,744.00
Small Sign Posts	6 only	5.00	30.00
Guard Posts, -1	46 only	7.00	322.00
Guard Posts, Y-1	10 only	8.00	80.00
Type A Fence	66 rods	8.00	528.00
16' [illegible] Metal Gates	4 only	95.00	380.00
Rip Rap	1,050 cu.yds.	10.00	10,500.00
Crushed Rock Material in Base	35,400 tons	1.88	66,552.00
3/4" - 0 Material in Base	4,800 tons	1.88	9,024.00
Watering	1,800 M-gals.	2.50	4,500.00
Preparation of Base	1.02 miles	700.00	714.00
3/4" - 0 Material in Binder Course	150 cu.yds.	4.00	600.00
Liquid Asphalt	24 tons	53.00	1,272.00
Asphaltic Concrete Mixture	5,100 tons	6.43	32,793.00
Asphalt in Mixture	280 tons	36.80	10,304.00
Forms for Paving Approaches	24 only	25.00	600.00
			$247,385.00

original copy to Morgan
7-20-64

Clearing (57½% of Contractor's Cost)	All Required		$ 1,500.00
Mulching (Temporary)	All Required		200.00
Seeding and Mulching	All Required		1,260.00
			$ 2,960.00
	Subtotal		$250,345.00
	10% Engr. & Cont.		25,034.00
	Total		$275,379.00

Turn Off Wall
Deer Creek Bridge (#9167)(Sta. 1104+74.58 to Sta. 1108+23.42)
(Contract 6370)

Shoring, Cribbing, Etc.	All Required		$ 7,800.00
Structural Excavation	460 cu.yds.	$ 4.50	2,070.00
Structural Excavation Below Elevation Shown	50 cu.yds.	12.00	600.00
Furnish [illegible] HP 42# Steel Piling	All Required		780.00
Drive Steel Piles	10 only	90.00	900.00
Splice Steel Piles	3 only	40.00	120.00
Class "A" Concrete (612 cu.yds.)	All Required		45,000.00
69'-70' Type III Prestressed Beams	20 only	1,345.00	26,900.00
Metal Reinforcement (126,600 lbs.)	All Required		14,000.00
8-inch Metal Drain Pipe	25 lin.ft.	3.50	87.50
	Subtotal		$ 98,257.50
	10% Engr. & Cont.		9,825.50
	Total		$108,083.00

Length of Roadway - - - - - - - - - - - - 1.017 Miles
Length of 1 Structure - - - - - - - - - - 0.066 Mile
Total Length - - - - - - - - - - - - - - - 1.083 Miles
Cost of Roadway Per Mile - - - - - - - $270,775.81

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$275,379.00	$173,000.00	$102,379.00
Structure	108,083.00	68,000.00	40,083.00
	$383,462.00	$241,000.00	$142,462.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon Division
Salem

JL 5 1964

RECEIVED
JUL 7 1964
FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

July 1, 1964

Original signed by
A. W. Parsons
Div. Engineer

08-35.4-DB

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project F-127(13), Salmo Section, Redwood Highway
Order for State Force Work No. 3
Seeding and mulching slopes
Estimated Cost $1,920.00
Federal Participating $1,152.00

Reference is made to your letter dated June 24, 1964 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special equipment and trained personnel to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

original To Young
with attach.
7-7-64

NOTED
LLOYD P. SHAW

Form A-105—5-55

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date 1 1964 By W. E. Martin
Title Div. Engr.
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 3

Project Name Selma Date June 19, 1964

Highway Redwood Contract No. 6370 F. A. Project No. F-127(13)

County Josephine Prefix 17-1056 Account No. 224-238

Description of Work To Be Done:

Seed and mulch cut and fill slopes throughout the project.

Location by Station Numbers:

Station 1068+30 to Station 1125+50.

Estimate of Quantities and Costs:

12 acres --	Seeding and Fertilizing	at $50.00/acre	$ 600.00
12 acres --	Mulching	at $110.00/acre	1,320.00
		Total	$1,920.00

(See back of sheet for breakdown)

Explanation: No work covered by this order has been started. Funds provided for this work in original project authorization.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 395,890.31
Present estimate of project cost, including $ 1,920.00 for work under this order	$ 395,890.31
Expected under-run / over-run (amount)	$ None
Expected under-run / over-run (per cent)	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. E. Roberts, Resident Engineer

Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved: /s/ L. H. Young, Office Engineer ~~Deputy State Highway Engineer or Assistant State Highway Engineer~~

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

Breakdown of Cost

	Unit	Labor	Materials	Equip.	Total
Seeding & Fertilizing	Acre	$20.00	22.50	7.50	50.00
Mulching	"	$55.00	38.50	16.50	110.00

Area in project to be seeded and mulched - - - - - - - 12.0 acres.

Materials to be used per Acre:

2 tons grass straw.
400 lbs. 10-16-8 fertilizer.
25 lbs. Mixed grass seed.

Labor	$900.00
Materials	732.00
Equipment	288.00
	$1,920.00

RECEIVED
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OREGON DIVISION

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R 13 1964
OR FILING
6370

March 12, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the hauling, placing and removing of steel sheet piling on the Selma Section of the Redwood Highway in Josephine County, Contract No. 6370 in connection with Federal-Aid Project No. F-127(13).

It is necessary to construct a cofferdam at Bent 2 to allow contractor to complete excavation below elevation shown, to obtain suitable foundation material.

This work was verbally recommended for approval by the BPR Area Engineer and the Field authorized to proceed February 17, 1964, as an emergency measure to expedite construction. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

RECEIVED
FEB 20 1964
FOR FILING

February 19, 1964.

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 27., covering the revision of construction identification signs on the Selma Section of the Redwood Highway in Josephine County, Contract No. 6970 in connection with Federal-Aid Project No. F-127(1)).

This revision is required to conform to standards set up by the Bureau of Public Roads D4-20-1-6., dated January 7, 1964.

The contractor is not equipped to do this work. The State has the special crews to do it most economically. The amount is too small to be done by separate contract.

The total estimated amount of this order is $30.00 with Federal participation of $18.00.

Your approval of the order under PPM-21-6.3, with reimbursement to be on actual cost basis, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

C Tice

Enclosure

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
2-3		Oregon
PROJECT REPORT NO.	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY
6		Josephine
		PROJECT NO.
		F-127(13)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

U.S. 199 Selma, South 1 mile

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-26-63	1.083
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 383,462.00	$ 241,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd N. Stone
Asst. State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: A. W. Parsons
(Division Engineer)
By: E. B. Backlund, Administrative Mgr.

Date executed by Division Engineer January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

FORM PR-2, FEDERAL-AID PROJECT AGREEMENT (SUPPLEMENT)

REQUIRED NONDISCRIMINATION PROVISION FOR INCLUSION IN THE FEDERAL-AID PROJECT AGREEMENT BETWEEN THE STATE HIGHWAY DEPARTMENT AND THE BUREAU OF PUBLIC ROADS

THE STATE HIGHWAY DEPARTMENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE RULES AND REGULATIONS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, COLOR OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER No. 10925 OF M[illegible], 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY CREATED THEREBY.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER No. 11114 OF JUNE 22, 1963, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SAID COMMITTEE, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER No. 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN THE SAID EXECUTIVE ORDER OR BY RULE, REGULATION OR ORDER OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY, OR AS OTHERWISE PROVIDED BY LAW.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY ISSUED PURSUANT TO SECTION 303 OF EXECUTIVE ORDER 10925 OF MARCH 6, 1961, AS AMENDED BY EXECUTIVE ORDER 11114 OF JUNE 22, 1963, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE BUREAU OF PUBLIC ROADS MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE BUREAU, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES."

THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE IN ANY FEDERALLY ASSISTED CONSTRUCTION WORK WHICH IT PERFORMS ITSELF OTHER THAN THROUGH THE PERMANENT WORK FORCE DIRECTLY EMPLOYED BY AN AGENCY OF GOVERNMENT.

THE STATE HIGHWAY DEPARTMENT AGREES THAT IT WILL COOPERATE ACTIVELY WITH THE BUREAU OF PUBLIC ROADS AND THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE COMMITTEE, THAT IT WILL FURNISH THE BUREAU OF PUBLIC ROADS AND THE COMMITTEE SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE BUREAU OF PUBLIC ROADS IN THE DISCHARGE OF THE BUREAU'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE. THE STATE HIGHWAY DEPARTMENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11114 WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925 AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE BUREAU OF PUBLIC ROADS OR THE COMMITTEE PURSUANT TO PART III, SUBPART D OF EXECUTIVE ORDER 10925. IN ADDITION, THE STATE HIGHWAY DEPARTMENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS THE BUREAU OF PUBLIC ROADS MAY CANCEL, TERMINATE OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE), MAY REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE UNDER ANY OF ITS PROGRAMS SUBJECT TO EXECUTIVE ORDER 11114 UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH STATE HIGHWAY DEPARTMENT, OR MAY REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

Oregon State Highway Department

Federal-Aid
Project No. F-127(13)

SELMA SECTION OF THE REDWOOD HIGHWAY

IN JOSEPHINE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1963

Type Code 6201
Roadway (Sta. 1068+33.23 to Sta. 1125+50)(Contract 6370)

Clearing and Grubbing	All Req.			$ 22,670.00
Drainage Excavation, Unclass.	820	cu.yd.	$ 2.50	2,050.00
General Excavation, Unclass.	167,000	cu.yd.	0.33	55,110.00
Short Overhaul	600,000	yd.sta.	0.01	6,000.00
Long Overhaul	5,000	C-yd.sta.	0.30	1,500.00
Finishing Roadbed and Slopes	1.02	mile	1,200.00	1,224.00
Rounding Cutbanks	1,800	lin.ft.	0.18	324.00
12-inch Culvert Pipe	970	lin.ft.	3.00	2,910.00
18-inch Culvert Pipe	1,020	lin.ft.	4.50	4,590.00
24-inch Culvert Pipe	70	lin.ft.	6.10	427.00
30-inch Culvert Pipe	160	lin.ft.	8.20	1,312.00
18-inch Culvert End Sections	8	only	35.00	280.00
30-inch Culvert End Sections	1	only	100.00	100.00
58-inch Arch-Type Corrugated Metal Pipe	140	lin.ft.	21.75	3,045.00
6-inch Perforated Metal Drain Pipe	200	lin.ft.	1.75	350.00
Special Backfill in Drains	24	cu.yd.	10.00	240.00
Class "A" Concrete in Box Culverts	50	cu.yd.	68.00	3,400.00
Metal Reinforcement in Box Culverts	7,000	lb.	0.13	910.00
Metal Guard Rail	1,120	lin.ft.	2.45	2,744.00
Rail End Pieces	6	only	5.00	30.00
Guide Posts, S-1	46	only	7.00	322.00
Guide Posts, T-1	10	only	8.00	80.00
Type 2 Fence	66	rod	8.00	528.00
16' x 48" Metal Gates	4	only	95.00	380.00
Loose Riprap	1,050	cu.yd.	10.00	10,500.00
Coarse Crushed Material in Base	35,400	ton	1.88	66,552.00
3/4" - 0 Material in Base	4,800	ton	1.88	9,024.00
Sprinkling	1,800	M-gal.	2.50	4,500.00
Preparation of Base	1.02	mile	700.00	714.00
3/4" - 0 Material in Binder Course	150	cu.yd.	4.00	600.00
MC-250 Asphalt	34	ton	53.00	1,772.00
Asphaltic Concrete Mixture	5,100	ton	6.43	32,793.00
Asphalt in Mixture	280	ton	36.80	10,304.00
Extra for Paving Approaches	24	only	25.00	600.00
				$247,385.00

Flagging (57% of Contractor's Cost)	All Req.		$ 1,500.00
Signing (Temporary)	All Req.		250.00
Seeding and Mulching	All Req.		1,200.00
			$ 2,950.00
	Subtotal		$ 90,145.00
	10% Engr. & Cont.		9,014.50
	Total		$ 99,159.50

Type Code 4081
Deer Creek Bridge (#7137) (Sta. 1104+74.58 to Sta. 1108+23.41) (Contract 6370)

Shoring, Cribbing, etc.	All Req.		$ 7,800.00
Structural Excavation	460 cu.yd.	$ 4.50	2,070.00
Structural Excavation Below Elevation Shown	50 cu.yd.	12.00	600.00
Furnish 10" BP 42# Steel Piling	All Req.		780.00
Drive Steel Piles	10 only	90.00	900.00
Splice Steel Piles	3 only	40.00	120.00
Class "A" Concrete (615 cu.yd.)	All Req.		45,000.00
65'-70' Type III Prestressed Beams	20 only	1,345.00	26,900.00
Metal Reinforcement (1,6,600 lb.)	All Req.		11,000.00
8-inch Metal Drain Pipe	25 lin.ft.	3.50	87.50
	Subtotal		$ 98,457.50
	10% Engr. & Cont.		9,825.50
	Total		$108,283.00

Length of Roadway - - - - - - -	1.017 Miles
Length of 1 Structure - - - - -	0.066 Mile
Total Length- - - - - - - - - -	1.083 Miles
Cost of Roadway Per Mile- - -	$270,775.81

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$275,379.00	$173,000.00	$102,379.00
Structure	108,083.00	68,000.00	40,083.00
	$383,462.00	$241,000.00	$142,462.00

State Funds for Const.: Chap. 175, Laws 1941; Chap. 31, Laws 1943; Chap. 529, Laws 1943.
State Funds for Maint.: Chap. 529, Laws 1939.

Work Retained in PS & E Status

Description	Total Cost	Federal Funds	State Funds
Work by Pacific Power & Light Co.	$2,200.00	$1,380.00	$ 820.00
Work by Pacific N.W. Bell Tel. Co.	550.00	300.00	250.00
Work by Redwood Tel. Co.	110.00	60.00	50.00
Work by U.S. Forest Service	110.00	60.00	50.00
	$2,970.00	$1,800.00	$1,170.00

Oregon State Highway Department

Federal-Aid
Project No. F-127(13)

SELMA SECTION OF THE REDWOOD HIGHWAY

IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 13, 1963

Type Code 6201
Roadway (Sta. 1068+33.23 to Sta. 1125+50)

Clearing and Grubbing	All Req.			$ 20,000.00
Drainage Excavation, Unclass.	820	cu.yd.	$ 3.00	2,460.00
General Excavation, Unclass.	167,000	cu.yd.	0.45	75,150.00
Short Overhaul	600,000	yd.sta.	0.01	6,000.00
Long Overhaul	5,000	C-yd.sta.	0.40	2,000.00
Finishing Roadbed and Slopes	1.02	mile	1,200.00	1,224.00
Rounding Cutbanks	1,800	lin.ft.	0.20	360.00
12-inch Culvert Pipe	970	lin.ft.	2.50	2,425.00
18-inch Culvert Pipe	1,020	lin.ft.	4.50	4,590.00
24-inch Culvert Pipe	70	lin.ft.	6.00	420.00
30-inch Culvert Pipe	160	lin.ft.	8.50	1,360.00
18-inch Culvert End Sections	8	only	65.00	520.00
30-inch Culvert End Sections	1	only	100.00	100.00
58-inch Arch-Type Corrugated Metal Pipe	140	lin.ft.	28.00	3,920.00
6-inch Perforated Metal Drain Pipe	200	lin.ft.	2.00	400.00
Special Backfill in Drains	24	cu.yd.	6.00	144.00
Class "A" Concrete in Box Culverts	50	cu.yd.	65.00	3,250.00
Metal Reinforcement in Box Culverts	7,000	lb.	0.14	980.00
Metal Guard Rail	1,120	lin.ft.	3.00	3,360.00
Rail End Pieces	6	only	5.00	30.00
Guide Posts, W-1	46	only	7.00	322.00
Guide Posts, Y-1	10	only	7.00	70.00
Type 2 Fence	66	rod	7.00	462.00
16' x 48" Metal Gates	4	only	100.00	400.00
Loose Riprap	1,050	cu.yd.	6.00	6,300.00
Coarse Crushed Material in Base	35,400	ton	1.60	56,640.00
3/4" - 0 Material in Base	4,800	ton	1.70	8,160.00
Sprinkling	1,800	M-gal.	3.00	5,400.00
Preparation of Base	1.02	mile	400.00	408.00
3/4" - 0 Material in Binder Course	150	cu.yd.	3.75	562.50
RC-250 Asphalt	24	ton	50.00	1,200.00
Asphaltic Concrete Mixture	5,100	ton	5.40	27,540.00
Asphalt in Mixture	280	ton	38.00	10,640.00
Extra for Paving Approaches	24	only	30.00	720.00
				$247,517.50

Flagging (57½% of Contractor's Cost)	All Req.		$ 1,500.00
Signing (Temporary)	All Req.		200.00
Seeding and Mulching	All Req.		1,260.00
			$ 2,960.00
Utilities			
Work by Pacific Power and Light Co.	All Req.		$ 2,000.00
Work by Pacific N.W. Bell Tel. Co.	All Req.		500.00
Work by Redwood Telephone Co.	All Req.		100.00
Work by U.S. Forest Service	All Req.		100.00
			$ 2,700.00
	Subtotal		$253,177.50
	10% Engr. & Cont.		25,317.50
	Total		$278,495.00

Type Code X081
Deer Creek Bridge (#9187) (Sta. 1104+74.58 to Sta. 1108+23.42)

Shoring, Cribbing, etc.	All Req.		$ 8,000.00
Structural Excavation	460 cu.yd.	$ 8.00	3,680.00
Structural Excavation Below Elevation Shown	50 cu.yd.	9.00	450.00
Furnish 10" BP 42# Steel Piling	All Req.		1,300.00
Drive Steel Piles	10 only	100.00	1,000.00
Splice Steel Piles	3 only	50.00	150.00
Class "A" Concrete (612 cu.yd. $80.00)	All Req.		48,960.00
65' - 70' Type III Prestressed Beams	20 only	1,400.00	28,000.00
Metal Reinforcement (126,600 lb. $0.15)	All Req.		18,990.00
8-inch Metal Drain Pipe	25 lin.ft.	5.00	125.00
	Subtotal		$110,655.00
	10% Engr. & Cont.		11,065.00
	Total		$121,720.00

Length of Roadway - - - - - - - - 1.017 Miles
Length of 1 Structure - - - - - 0.066 Mile
Total Length- - - - - - - - - - - 1.083 Miles
Cost of Roadway Per Mile- - - - $273,839.72

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$278,495.00	$175,000.00	$103,495.00
Structure	121,720.00	76,000.00	45,720.00
	$400,215.00	$251,000.00	$149,215.00

SELMA SECTION

PROJECT NO. F-127(13)

Prestressed Beam Quantities

65' - 70' Type III Beams

Overhead			$ 125.00
Class "AA" Concrete	10.44 cu.yd.	$65.00	678.60
Metal Reinforcement	979 lb.	0.13	127.27
Prestress Steel	1,174 lb.	0.40	469.60
			$1,400.47

Oregon State Highway Department

Federal-Aid
Project No. F-127(13)

SELMA SECTION OF THE REDWOOD HIGHWAY

IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 7, 1963

Type Code 6201
Roadway (Sta. 1068+33.23 to Sta. 1125+50)

Clearing and Grubbing	All Req.			$ 12,000.00
Drainage Excavation, Unclassified	820	cu.yd.	$ 3.00	2,460.00
General Excavation, Unclassified	167,000	cu.yd.	0.45	75,150.00
Short Overhaul	600,000	yd.sta.	0.01	6,000.00
Long Overhaul	5,000	C-yd.sta.	0.40	2,000.00
Finishing Roadbed and Slopes	1.02	mile	1,200.00	1,224.00
Rounding Cutbanks	1,800	lin.ft.	0.20	360.00
12-inch Culvert Pipe	970	lin.ft.	2.50	2,425.00
18-inch Culvert Pipe	1,020	lin.ft.	4.50	4,590.00
24-inch Culvert Pipe	70	lin.ft.	6.00	420.00
30-inch Culvert Pipe	160	lin.ft.	8.50	1,360.00
18-inch Culvert End Sections	8	only	65.00	520.00
30-inch Culvert End Sections	1	only	100.00	100.00
58-inch Arch-Type Corrugated Metal Pipe	140	lin.ft.	28.00	3,920.00
6-inch Perforated Metal Drain Pipe	200	lin.ft.	2.00	400.00
Special Backfill in Drains	24	cu.yd.	6.00	144.00
Class "A" Concrete in Box Culverts	50	cu.yd.	65.00	3,250.00
Metal Reinforcement in Box Culverts	7,000	lb.	0.14	980.00
Metal Guard Rail	1,120	lin.ft.	3.00	3,360.00
Rail End Pieces	6	only	5.00	30.00
Guide Posts, W-1	46	only	7.00	322.00
Guide Posts, Y-1	10	only	7.00	70.00
Type 2 Fence	66	rod	7.00	462.00
16' x 48" Metal Gates	4	only	100.00	400.00
Loose Riprap	1,050	cu.yd.	6.00	6,300.00
Coarse Crushed Material in Base	35,400	ton	1.60	56,640.00
3/4" - 0 Material in Base	4,800	ton	1.70	8,160.00
Sprinkling	1,800	M-gal.	3.00	5,400.00
Preparation of Base	1.02	mile	400.00	408.00
3/4" - 0 Material in Binder Course	150	cu.yd.	3.75	562.50
RC-250 Asphalt	24	ton	50.00	1,200.00
Asphaltic Concrete Mixture	5,100	ton	5.40	27,540.00
Asphalt in Mixture	280	ton	38.00	10,640.00
Extra for Paving Approaches	24	only	30.00	720.00
				$239,517.50

Flagging (57½% of Contractor's Cost)	All Req.		$ 1,500.00
Signing (Temporary)	All Req.		200.00
Seeding and Mulching	All Req.		1,260.00
			$ 2,960.00
Utilities			
Work by Pacific Power and Light Co.	All Req.		$ 2,000.00
Work by Pacific NW Bell Tel. Co.	All Req.		500.00
Work by Redwood Telephone Co.	All Req.		100.00
Work by U.S. Forest Service	All Req.		100.00
			$ 2,700.00
	Subtotal		$245,177.50
	10% Engr. & Cont.		24,517.50
	Total		$269,695.00

Type Code X061
Deer Creek Bridge (#9187) (Sta. 1104+74.58 to Sta. 1108+23.42)

Shoring, Cribbing, etc.	All Req.		$ 8,000.00
Structural Excavation	460 cu.yd.	$ 8.00	3,680.00
Structural Excavation Below Elevation Shown	50 cu.yd.	9.00	450.00
Furnish 10" BP 42# Steel Piling	All Req.		1,300.00
Drive Steel Piles	10 only	100.00	1,000.00
Splice Steel Piles	3 only	50.00	150.00
Class "A" Concrete (612 cu.yd. $80.00)	All Req.		48,960.00
65' - 70' Type III Prestressed Beams	20 only	1,400.00	28,000.00
Metal Reinforcement (126,600 lb. $0.15)	All Req.		18,990.00
8-inch Metal Drain Pipe	25 lin.ft.	5.00	125.00
	Subtotal		$110,655.00
	10% Engr. & Cont.		11,065.00
	Total		$121,720.00

Length of Roadway - - - - - -	1.017 Miles
Length of 1 Structure - - - -	0.066 Mile
Total Length- - - - - - - - -	1.083 Miles
Cost of Roadway Per Mile- - -	$265,186.82

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$269,695.00	$169,000.00	$100,695.00
Structure	121,720.00	76,000.00	45,720.00
	$391,415.00	$245,000.00	$146,415.00

SELMA SECTION

PROJECT NO. F-127(13)

Prestressed Beam Quantities

65' - 70' Type III Beams

Overhead			$ 125.00
Class "AA" Concrete	10.44 cu.yd.	$65.00	678.60
Metal Reinforcement	979 lb.	0.13	127.27
Prestress Steel	1,174 lb.	0.40	469.60
			$1,400.47

RECEIVED
JAN 2 1964

December 31, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering State's share of flagging on the Selma Section of the Redwood Highway in Josephine County, Contract No. 6370 in connection with Federal-Aid Project No. F-127(13).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

Enc.

RECEIVED
JAN 16 1964
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 22

Salem, Oregon
December 23, 1963

Agenda Item 4-c

Throughway Agreement
Selma Section
Redwood Highway
Josephine County

Mr. H. S. Cox
County & City Engineer
O f f i c e

Attention: Mr. Don Harwell
County & City Office Engineer

Attached is a conformed copy of a throughway agreement with Josephine County covering the construction on Selma Section of Redwood Highway in Josephine County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Josephine County.

Secretary

rn
Attach" 1

RECEIVED
DEC 26 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

December 18, 1963

Original signed by
T. Dec
By: T. Dec
Eng. Coordinator
Engineering Coordinator

08-35.2-QDB

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project F-127(13)
Selma Section
Grading, paving and structures

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6370 to C & H Durbin Construction Co. of Eugene, Oregon, low bidder in the amount of $345,642.50 at the December 17, 1963 bid opening.

Mr. Litchfield's December 11, 1963 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our November 26, 1963 letter authorizing advertising, authorization to proceed with all reimburseable utility adjustments will be withheld until utility plans and detailed estimates are furnished to and approved by this office.

original To Young
12-26-63

NOTED
LLOYD P. SHAW

RECEIVED
DEC 18 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 18, 1963

C & H Durbin Const. Co.,
Route 1, Box 244
Eugene
Oregon

Gentlemen:

The State Highway Commission on December 18, 1963, awarded to you State Highway Contract No. 6378 for the following project:

Grading-paving-1 structure on the Selma Section of the Redwood Highway in Josephine County.

This award was based on your low bid of $345,642.86 which was submitted to the Commission on December 17, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
DEC 10 1963
FOR FILING

December 10, 1963

Oregon State Highway Commission

Gentlemen:

An agreement with Josephine County to establish the Selma Section of the Redwood Highway, State Primary Highway No. 25, as a throughway is presented for your consideration.

The agreement requires the State to construct the project and relocate and construct a portion of South Side Deer Creek Road, a Josephine County road. It also provides for a closure of the existing South Side Deer Creek Road at its intersection with the new, relocated portion of said county road. The estimated cost of the Selma project is $400,000.

The County agrees to observe all provisions of the agreement and, upon completion by State, to assume at its sole expense, jurisdiction and maintenance of that portion of the relocated South Side Deer Creek Road lying outside of the State's right-of-way.

The above matter will appear on the agenda for the December 18 Commission meeting, and your approval and authorization for the Secretary's confirmation are recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox
C. H. Maison

DNH:mm ajw bbc

RECEIVED
DEC 3 - 1963
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

November 26, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
08-35.208 Salem, Oregon

By: T. Dec
Engineering Coordinator

Oregon Project F-127(13)
Selma Section
Grading, Paving & Structures

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired and are available for occupancy and contractor's use with relocation advisory assistance provided as indicated in Mr. Wright's November 18, 1963 letter.

The 32-foot roadway width for the Deer Creek Bridge is approved for this specific project based on information furnished in Mr. Shaw's November 20, 1963 letter. Fourteen copies of your "minimum standards" sheets should be submitted for further action if this width is to be used as standard for specific classes of highway.

For the prestressing reinforcement on the Deer Creek Bridge, the use of 1/2" diameter, 7-wire strands with ultimate stress of 270 k.s.i. is approved for this project.

This approval is subject to revising the special provisions to cover the 1/2" diameter, 270 K prestressing strands called for on the design plans.

The pavement type selection for the project is accepted on the basis of documentation attached to your January 1, 1963 "Project Base Design" sheet. However, this acceptance should not be construed as an agreement establishing eligibility of the future 1-1/2" asphaltic concrete surface for Federal participation.

-more-

original To Young
with attach.
12-3-63

NOTED
LLOYD P. SHAW

The use of the December, 1963 Supplemental Standard Specifications for Metal Pipe Materials for Culvert, Siphons and Underdrains is approved for this specific project.

Your November 20, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

Attachment

RECEIVED
DEC 2 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 21 1963
FOR FILING

November 20, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

The construction plans for the Selma Section of the Redwood Highway provide a 32-foot deck on the Dear Creek Bridge. The minimum State of Oregon standards which you have approved, applying to this class of highway, indicate a structure width of 30 feet.

Good engineering practices require the additional width for the following listed reasons:

1. There is a strong trend for the trucking industry to use more maximum size vehicles. As a result there is a constant pressure for increasing the legal maximum width of vehicles. Permits for over-width vehicles are issued at an ever increasing rate.

2. The service life of a bridge is longer than that for other portions of a highway, requiring more care in providing for future traffic. The proposed additional width provides for a more reasonable safety area between the larger approaching vehicles and for possible additional increase in the maximum legal width occurring within the service life of the structure.

3. Attention has recently been directed toward improving the area of the roadbed adjacent to the traveled way. The shoulders are paved or oiled, and wherever feasible, the rock slope providing lateral support and the ditch slope are 6:1 for the purpose of providing safety. Though it would be desirable to carry the full shoulder width across the structure, economic considerations prevent this. The planned additional structure width will help to alleviate the shoulder reduction.

It is intended that the additional width be provided on the State Highway System wherever possible. The State of Oregon design standards are being revised. When this is completed, they will include additional width on long structures and will be submitted for your approval on a state-wide basis.

At the permanent traffic recording station closest to Selma (O'Brien), the 1962 truck traffic was 17.2 per cent of the total.

It is requested that approval be granted for the use of a 32-foot deck on the Deer Creek Bridge on the Selma Section of the Redwood Highway.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison

JAR:ep: ajw

RECEIVED
NOV 21 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

November 18, 1963

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.8-EC Salem, Oregon

Oregon Project F-127(13)
Selma Section, Redwood Highway

Reference is made to Mr. Ivan D. Merchant's letter dated October 4, 1963 pertaining to use of State furnished steel "H" piling in construction of a bridge over Deer Creek under the subject project.

We are assuming from the referenced letter that the indirect cost of having the contractor haul these piling cut-off sections from the storage yard at Merlin Hill and assemble pieces by welding will be substantially less than the cost would be if furnished by the contractor as a bid item.

Based on this assumption, we concur in your finding that it is in the public interest for your department to furnish this nominal quantity of 325 feet of steel piling with no charge to this project.

Our concurrence is contingent on quality of materials being in accord with applicable specifications.

RECEIVED
NOV 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Merchant
ee Young
11-21-63

NOTED
LLOYD P. SHAW

19-8317 Alkali Lake-Valley Falls Sec., 1963
Lakeview-Burns Hwy. (Rock Prod.)
#6371

RECEIVED
APR 20 1964
FOR FILING

April 20, 1964

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On April 17, 1964, we wrote to you concerning release of final payment on contract #6371, awarded to Jed Wilson & Son, for the Alkali Lake-Valley Falls Rock Production Project on the Lakeview-Burns Highway in Lake County.

Final payment on this contract is $696.91 and the total contract amount is $23,230.49. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Jed Wilson & Son
P. O. Box 217
Lapine, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
APR 17 1964
FOR FILING

April 15, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed February 21 on Contract No. 6371. The contract was with Jed Wilson and Son and was for rock production on the Alkali Lake-Valley Falls Section of the Lakeview-Burns Highway in Lake County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 15, 1964, and that you concur in this procedure at the Commission meeting on April 23.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: April 11, 1964
SECTION: Alkali Lake-Valley Falls		SECTION PREFIX: 19-8317
HIGHWAY: Lakeview-Burns		COUNTY: Lake
NAME OF JOB: Alkali Lake - Valley Falls	KIND OF WORK: Rock Production	
CONTRACTOR: Jed Wilson & Son	CONTRACT NUMBER: 6371	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: December 18, 1963	DATE WORK STARTED: January 6, 1964	ESTIMATED COMPLETION DATE: February 21, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS: 40	WORK DAYS USED: 0
		PERCENT OF TIME ELAPSED: 0
PROJECT AUTHORIZATION: $ 25,200.00	ENGINEERING AUTHORIZATION: $ 1,792.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EXCLUSIVE OF ENGINEERING: $ 23,408.00	ENGINEERING COST TO DATE: $ 2,186.26	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 23,408.77	PERCENT OF AUTHORIZATION: 122 %	
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 1.57 %	DATE PROJECT WAS COMPLETED: February 21, 1964	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
-	-	-	-	-	-	100	-

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT			39.51		
MILES PARTIALLY COMPLETED			39.51		
MILES COMPLETED			39.51		
TOTAL ESTIMATED QUANTITIES (CONTRACT)			10,000 c.y.		
TOTAL QUANTITIES CORRECTED TO DATE			10,607.63 c.y.		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			10,607.63 c.y.		
AVERAGE DAILY QUANTITIES			0 c.y.		
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME			0 c.y.		
NUMBER OF SHIFTS PER DAY			0		
HOURS PER SHIFT			0		

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	clear		
MONDAY	clear		
TUESDAY	clear		
WEDNESDAY	clear		
THURSDAY	clear		
FRIDAY	clear		
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
APR 13 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No activity
MONDAY	No activity
TUESDAY	No activity
WEDNESDAY	No activity
THURSDAY	Third and final notification of cleanup submitted this date.
FRIDAY	
SATURDAY	

REMARKS

Project completed Thursday of this week.

FINAL REPORT

SIGNED H. Reid Merritt

ADDRESS P.O. Box 1090 Klamath Falls

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
DEC 18 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6371

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 18, 1963

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Jed Wilson & Son
Box 217
Lapine
Oregon

Gentlemen:

The State Highway Commission on December 18, 1963, awarded to you State Highway Contract No. 6371 for the following project:

Alkali Lake-Valley Falls Rock Production Project on the Lakeview-Burns Highway in Lake County.

This award was based on your low bid of $21,900.00 which was submitted to the Commission on December 17, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

I-80N-5(11) Willow Cr.-Airport Rd. Sec., 1963
147 Columbia River Hwy. (Grad.,
#6372 Pav., 2 Struct. & Sign.) [redacted]

RECEIVED
DEC 6 - 1966

FORM E-20 SOM 7-64 SP*0225-704

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 6, 1966
Salem, Oregon

SUBJECT: SPRAGUES, INC.
LABOR VIOLATIONS

To: MEMORANDUM FOR FILE

On November 22, 1966, we received a memorandum from the Bureau of Public Roads relating to a review of our Project File I-5-1(55) Wall Creek-Siskiyou Station Section. The Bureau stated a foreman for Sprague Commercial Landscaping, Inc., an approved sub-contractor on this project, had made complaints of failure to receive overtime compensation for work performed. The Bureau informed us they would not process the final report or final voucher until this matter had been resolved.

We immediately obtained a listing of all projects that Sprague, Inc., has either been the prime contractor or sub-contractor on for the Oregon State Highway Department. These projects are as follows:

CONTRACT No.	Federal No.	JOB TYPE WORK	PRIME CONTRACTOR	STATUS OF CONTRACT
6[illegible]	I-5-[illegible]90	South Unit, Minnesota Freeway	Sprague, Inc.	Final
6[illegible]5	I-5-[illegible]49	Wilsonville Safety Rest Area	Warren Northwest	Active
6[illegible]5	I-5-[illegible]06	Wall Creek-Siskiyou Station	Slate Hall	Final
6[illegible]2	I-5-[illegible]47	Willow Creek-Airport Road	Earl McNutt Co.	Final
6[illegible]4	I-5-[illegible]139	E.Unit,Arlington Heppner Jct Inter	Rogers Const.	Final
6[illegible]7	I-5-[illegible]116	Roberts Mountain	Slate Hall	Final
6292	I-5-[illegible]145	Heppner Jct. Interchange	Rogers Const.	Final
6360	I-5-[illegible]0A	Siskiyou Station-Siskiyou Summit	Slate-Hall	Final
6421	I-5-[illegible]009	S. Ashland Inter. Wall Creek	Peter Kiewit	Final
6671	I-5-[illegible]197	Airport Road-Irrigon Junction	Sprague, Inc.	Active
6940	I-5-[illegible]8	12th Street-N.Ashland Interchange	Sprague, Inc.	Final
6991	I-5-[illegible]155	Ashland-Dixhoea Road	Sprague, Inc.	Final

The Accounting Division has recently completed an audit of Contract No. 6[illegible], South Unit, Minnesota Freeway, for possible overtime violations. This matter is being turned over to the Legal Division for determination as to whether or not violations did occur

On November 30, 1966, a meeting was held with the Bureau of Public Roads to determine what action would be necessary by the State Highway Department to resolve this matter. At this meeting, the Bureau stated they had received a copy of a teletype from Mr. Patterson to John Bond (a copy is attached) notifying them of the complaint made by Mr. Rodney

Culp, foreman for Spragues, Inc., of the overtime violation on the Wall Creek - Siskiyou Station Section job. Mr. Culp stated the underpayment of overtime amounted to something over $4,000.00.

The Bureau was then asked if we would be required to conduct an audit on all of the jobs that Spragues had been associated with. They felt we should audit only the jobs in connection with the complaint.

A review of the certified payrolls submitted by Spragues, Inc., on the above projects were made, and it was mutually agreed that the following jobs would need to be audited:

Contract 6214 - Ashland-Wall Creek
Contract 6454 - WallCreek-Siskiyou Station
Contract 6960 - Siskiyou Station-Siskiyou Station

On December 1, 1966, Mrs. Sprague of Spragues, Inc., was contacted and asked if we could examine her records relating to the above projects that they had been the approved sub-contractor for. She stated we could not examine any records until she obtained legal advice from her attorney to determine if the Highway Department had authority to examine the records. We immediately advised our Legal Division of this situation.

At the present time, we are withholding $10,000.00 on Contract No. 6474, South Unit, Minnesota Freeway, and have stopped all payments to Spragues, Inc., on Contract No. 6071, Airport Road-Irrigon Junction, until this matter is settled.

C. H. Maison
Controller

CHM:rs

cc: R.L. Porter
E.S. Mabee
G.E. Rohde
L.H. Young
F.D. Morgan
Bureau of Public Roads

RECEIVED
MAR 22 1966
FOR FILING
6-74 NWDCO-CA

17 March 1966

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Project - Approval of
Miscellaneous Changes to State Contract
No. 6372, Willow Creek-Airport Road
Section

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

Reference is made to your letter dated 23 September 1965 requesting approval of Price Agreements Nos. 1 through 11, Extra Work Order No. 1, and State Force Orders Nos. 1 and 2 to your Contract No. 6372 for construction of the Willow Creek-Airport Road Section of Highway 1001.

This contract is principally within the State area of cost responsibility with Government participation limited to a lump-sum payment related to Three-Mile Canyon Interchange. All of the subject changes are outside the area of Government obligation and, therefore, all costs in connection therewith are State responsibility.

I hereby approve the foregoing changes in accordance with Article 1c of our agreement contract and inclose an approved copy of each change.

Sincerely yours,

14 Incl
1-11 PA 1-11
12. EWO 1
13-14 SFO 1 & 2

FRANK B. McELWEE
Colonel, Corps of Engineers
Contracting Officer

orig w/encls
to Morgan
3-21-66

RECEIVED
MAR 18 1966

FOR FILING

Form CO-121 (11-63) (Proc. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 14, 1966

In reply refer to: 08-35-EC
X Ref: I-80N-4(-)108

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-5(11)147
Willow Creek - Airport Road Section
Modification No. 1, Corps of Engineers John Day Dam Agreement

The subject supplemental agreement, submitted with Mr. Young's February 3, 1966 letter has been reviewed and is hereby approved.

REFERRED TO
Young
By Asst. State Hwy. Engr
3-15-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 1 - 1965
FOR FILING

I-80N-5(11) 147

6372

December 1, 1965

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment for $5,880.00 will be made to Earl L. McNutt Company on Contract No. 6372 for grading, paving, structures, and signing on the Willow Creek-Airport Road Section of the Columbia River Highway in Morrow County as soon as the warrant is prepared.

The total amount paid on this contract will be $1,906,091.69 including the post-final payment. Of the total $8,340.14 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Earl L. McNutt Company
351 ½ East Broadway
Eugene, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
NOV 24 1965
FOR FILING

6372

November 9, 1965

Earl L. McNutt Company
3515 East Broadway
Eugene, Oregon

#4

Gentlemen:

The State Highway Commission at its meeting on November 4 considered your request for an extension of 30 workdays to complete Contract No. 6372 for grading, paving, structures, and signing on the Willow Creek-Airport Road Section of the Columbia River Highway in Morrow County.

After considering the recommendation of the Engineer and other available information, the Commission granted you 21 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fms
cc A. F. Parsen
C. D. Hiatt
F. D. Morgan
L. H. Young
C. H. Malson
Bureau of Public Roads

RECEIVED
OCT 6 - 1965

October 5, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 4
November 4, 1965 meeting

Gentlemen:

Earl L. McNutt Company, contractor on the Willow Creek-Airport Road Section of the Columbia River Highway in Morrow County, Contract No. 6372, requests that the contract time be extended for 36 workdays without the assessment of liquidated damages. His request is based on an overrun in general excavation, the unavailability of material due to high water in a gravel bar, and a change in specifications from emulsion to paving asphalt in the bituminous base.

An overrun in excavation quantities will justify an additional 10 workdays and a necessary change in the type of bituminous base will justify 11 additional workdays. I recommend therefore, that the time limit be increased by 21 days which will leave 11 days for which liquidated damages will be charged, amounting to $3,080. This is a Federal-aid interstate project and we have the concurrence of the Bureau of Public Roads.

This matter will be on the agenda for the November 4 meeting.

Very truly yours,

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Enc.

DES:jkk JAB:bjm bg RLP:ms fn

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

FOR

Extension of Time to Complete Contract

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 6372 Contractor Earl L. Mallutt Company

Highway Columbia River

Section Willow Creek - Airport Road

Kind of Work Grading, paving, structure, and signing.

It is recommended that such extension be granted as requested under the following terms and conditions:

~~[illegible]~~

The change in plans involving a revision in the type of asphalt and method of placement of the plant mix bituminous base justifies an extension of 11 working days.

A 17.6% overrun in the excavation quantity in the only solid rock cut on the project justifies an extension of 10 working days.

Recommended for Approval:

J S Coulter
Division Engineer

J W L Bird
for Construction Engineer or Bridge Engineer

J K Lobe
State Highway Engineer

Contract No.	6372
Project designation	I-80N-5(11) 147 (State—Federal)
Date awarded	December 18, 1963
Work started	January 15, 1964
Per cent completed	100% May 27, 1965 (Date)
Specified completion date	179 work days
Previously extended to	None
Extension requested to	191 ~~181~~ work days

Form E-320—3M—9-56

OREGON STATE HIGHWAY COMMISSION

Contractors Request for Extension of Time to Complete Construction Contract

Oregon State Highway Commission,
Salem, Oregon.

Date July 29, 1965

Gentlemen:

We, the undersigned, respectfully request an extension of 30 days time, from ....., 19....., to ....., 19....., within which to complete our Contract No. 6372, described as follows:

The above request is based upon the following reasons:

Information contained in the attached letter.

Respectfully submitted,

Hurd L. Miller Co.
Contractor

By
Partner

CONSENT OF SURETY

Date July 29, 1965

We, UNITED PACIFIC INSURANCE COMPANY

....., as surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

UNITED PACIFIC INSURANCE COMPANY
By
L. W. Neff
Attorney-in-fact

MANSFIELD & CO.
By
Resident Agent

(SEAL)

State Printing 97813

Form CD-121
(11-63)
(Prec. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 20, 1965

In reply refer to: 08-35.DA-3

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-5(11)147
Time Extension, Willow Creek-Airport Road Section
Columbia River Highway

Your request for a time extension has been investigated and it is our opinion the contractor is eligible for additional days as set forth in your letter, dated September 7, 1965. This would be 11 workdays on the plant mix base and 10 workdays for the rock excavation which was staked after the original sections in the excavation area were complete.

Routing

E

1

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F.B. Klabue

RECEIVED
SEP 21 1965
OFFICE OF
STATE HIGHWAY ENGINEER

enough Reckon
all, our file
copy is yours
9-27-65

OK
FBK

NOTED
F.B. KLABUE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 8 - 1965
FOR FILING
I-505-5(11)147
C-212

September 7, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Willow Creek-Airport Road Section
Columbia River Highway
Project No. I-505-5(11)147

Dear Sir:

We have received from Earl L. McNutt Company, contractor on the subject contract, a request for an increase of 38 workdays in which to complete the project.

The contractor's request is based on an overrun in general excavation in one rock cut, the non-availability of a material source due to high water on a gravel bar in the Columbia River, and a change in the plant mix bituminous base from an emulsion to a plant mix bituminous type asphalt.

The rock cut just west of Sixmile Canyon overran the plan quantity 19,000 cubic yards, or 17.6 percent. Since this was the only solid rock cut on the entire project, this overrun in the most difficult and time-consuming segment of the excavation work did retard progress and amount to a plan change. At the 18-hour daily rate of excavation of 2,250 cubic yards (125 cubic yards per hour) plus an allowance of one and one-half days for extra drilling and shooting where this rock cut slope was re-staked 15-feet wider, a total of 10 workdays increase is justified.

The contractor's request for consideration for additional time because of non-availability of his material source in the Columbia River cannot be considered as a valid reason for a time extension. The contractor has provided a tabulation indicating that in previous years access to this area was available shortly after the first of July. In 1964, the water level in the river did not recede until July 25. While these facts are undoubtedly true, this material source is of the contractor's choosing. No mandatory material source for crushed aggregates was specified in the contract.

The contract bid item for emulsion type pug mill mixed bituminous base proved to be unsatisfactory in many areas. The contractor was requested to change to a plant mix bituminous base using a penetration type asphalt. Under Price Agreement No. 5, this change provided satisfactory results. The subcontractor who also subcontracted the paving work was originally intended to perform both the AC paving and bituminous base operations concurrently. The change to the plant mix prevented him from following this plan. At the time the Price Agreement was negotiated, it was agreed that additional time would be allowed for the period in which both operations could have been accomplished in conjunction with each other. This additional time amounts to the time required for the placing of the plant mix bituminous base and is 11 workdays, which were charged against the project during plant mix operations. This change in the plant mix base, therefore, justified an extension of 11 workdays.

This project was completed on May 27, 1965, at which time 32 workdays beyond the number allowed had been charged.

It is our recommendation that an extension of 21 working days be allowed for the reasons cited above. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
A. F. Parson

DES:jkk/JAB:bjm bg

FORM E-30 50M 2-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2, 1965

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Extension of Time
Willow Creek-Airport Road Section
Columbia River Highway
Contract No. 6372

We have given further consideration to the subject request, specifically that part dealing with the rock cut excavation in vicinity of Station 875. The contractor requested 10 days time extension for the excavation over-run here.

We find that this cut was unique on the project. It consisted of rock which required drilling and shooting and which was then shovel loaded. At one time, 5 Trac-drills were used in this cut. After excavation had started the slopes were restaked and widened an average 15' at the top.

There was another cut on the project that was about 65% rock, but the actual quantity removed there was within 1% of the plan, so there was no compensating under-run in similar material anywhere else on the project.

The cut in question over-ran the plan quantity of 108,000 cu. yds. by 17.6% or 19,000 cu. yds. The contractor's alleged rate of production of 125 cu. yds. per hour for 18 hour days is reasonable and would work out to 8-1/2 days to remove the 19,000 cu. yds. An additional allowance of 1-1/2 days for the extra drilling and shooting time when the slopes were laid back would be very conservative, so we believe the 10 days requested is justified.

Your file is returned herewith with revised draft letters to the Bureau of Public Roads and the Highway Commission.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Staff Assistant

JAB:bjm
Attachments

cc: L. H. Young
A. F. Parson

RECEIVED
SEP 3 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Note - if BPR approves we will need new maps & forms. JAB.

FORM E-80 80M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 19, 1965

To: Mr. F. B. Klaboe
Assist. State Highway Engineer
OFFICE

SUBJECT: Extension of Time
Willow Creek-Airport Road
Section
Columbia River Highway
Contract 6372

Attached is a request from Earl L. McNutt Company, contractor on the subject contract, requesting an increase in the number of work days without the assessment of liquidated damages.

The contractor's request is based on an overrun in general excavation in one rock cut, the non-availability of a material source due to high water on a gravel bar in the Columbia River, and a change in the plant mix bituminous base from an emulsion to a plant mix bituminous type asphalt.

The overrun in the excavation in one cut cannot be considered a valid reason for an extension of time. This project was bid on the basis of "general excavation, unclassified" and this bid item underran the contract amount by 1.2%. There was no breakdown in the estimate indicating anticipated quantities of solid and common excavation.

The contractor's request for consideration for additional time because of non-availability of his material source in the Columbia River cannot be considered as a valid reason for a time extension. The contractor has provided a tabulation indicating that in previous years access to this area was available shortly after the first of July. In 1964, the water level in the river did not recede until July 25. While these facts are undoubtedly true, this material source is of the contractor's choosing. No mandatory material source for crushed aggregates was specified in the contract.

The contract bid item for emulsion type plant mix bituminous base proved to be unsatisfactory in many areas. The contractor was requested to change to a plant mix bituminous

base using a penetration type asphalt. Under Price Agreement No. 5, this change provided satisfactory results. The subcontractor who also subcontracted the paving work had originally intended to perform both the AC paving and plant mix bituminous base operations concurrently. The change in the plant mix prevented him from following this plan. At the time the Price Agreement was negotiated it was agreed that additional time would be allowed for the period in which both operations could have been accomplished in conjunction with each other. This additional time amounts to the time required for the placing of the plant mix bituminous base and is 11 work days, which were charged against the project during plant mix operations. This change in the plant mix base, therefore, justifies an extension of 11 work days.

This contract is governed by the 1954 Standard Specifications under the "Work Day" time limit. These specifications allow time extensions for plan change.

This project was completed on May 27, 1965 at which time 32 work days beyond the number specified had been charged. This amounts to $8,960.00 in liquidated damages based on the penalty rate of $280.00 per day.

We recommend that the contractor be allowed an extension of 11 work days for the reason cited above. This will reduce the liquidated damages to $5,880.00.

This matter has been discussed with the Bureau of Public Roads District Engineer who agrees that our reason for recommending an extension of 11 work days is valid.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:jkk
Attach.
cc: L. H. Young
A. F. Parson

RECEIVED
AUG 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

EARL L. McNUTT
BUS. PHONE 344-2176

E. E. (BILL) McNUTT
RES. PHONE 343-3009

ARNOLD LINDELAND
RES. PHONE 344-6367

EARL L. McNUTT CO.

GENERAL CONTRACTORS

3514 EAST BROADWAY AREA CODE 503 PHONE 344-0357
EUGENE, OREGON 97401

BOISE OFFICE
P. O. BOX 1986
AREA CODE 208 343-4186

STANLEY GUIGLEY
RES. PHONE 343-1313
BOISE, IDAHO 83701

July 14, 1965

Mr. Dale Klatt
Resident Engineer
Oregon State Highway Department
Hermiston, Oregon

Dear Mr. Klatt:

The following facts we believe to be pertinent to our request for an extension of time on our Willow Creek-Airport Road project

The general excavation in the rock cut in the vicinity of Station 875 increased 20% over plan quantities. The slopes in the cut were laid back after the start of excavation which necessitated additional drilling and added both to the cost and to the time required to accomplish the work. We are not asking for any increase in compensation but would like some consideration on time. The increased quantity in this area alone was approximately 25 000 cu. yds. Since this was a very difficult type of excavation our average production was only about 125 to 150 yards per hour. Using the 25,000 cu. yds. of additional excavation and an 8 hour work day will result in a minimum of 10 days additional time which should be allowed.

In addition we feel that some consideration should be given to the fact that high water in the Columbia River prevented our sub-contractor from access to the gravel bar from which we produced the crushed materials. We realize this was not a designated pit. However, in any normal year we could reasonably expect to have access to this bar on July 4. Our subcontractor had his crushing equipment on the project on June 24, 1964 and would have been crushing by July 1, 1964 had he not been prevented by high water. As it turned out he didn't get on the gravel bar until July 25, 1964 but was crushing rock by August 3, 1964.

Enclosed is the substantiating data in regard to the normal expectancy. This would allow approximately 17 work days additional time.

The requested change over by State officials of the plant mix bituminous base operation from a pug-mix setup to a hot plant operation also acted to our sub-contractor's plan of performing both the plant mix bituminous base and asphaltic concrete paving operation simultaneously. The change over made it necessary to perform each operation separately and therefore required an additional amount of time to complete both operations over that originally planned. It was agreed at the time of the requested change over to allow additional time for the period in which both operations could be worked in conjunction with each other and amounted to eleven workdays, which were charged against the contract during performance of plant mix base operations.

Adding to these various claims for additional time we have a total of 36 work days which we believe to be a reasonable request.

Yours very truly,

EARL L. McNITT CO.

By _____
W. E. McNitt, Partner

WEM/mw
Enc.
cc: Western Construction, Inc.

WESTERN CONSTRUCTION, INC.

MAIN OFFICE
Box 4004 · Ph. 344-6021
BOISE, IDAHO

BRANCH OFFICE
Box 2297 · Ph. 523-2146
IDAHO FALLS, IDAHO

Earl L. McNatt Co.

Reference: the flow on the Columbia River below McNary Dam.

In 1964 the river did not drop to 300,000 cfs until the 25th day of July. This is the point at which it is possible to get on the Island to the gravel pit.

The years previous show the following:

1963	July 3rd	300,000
1962	July 1st	287,000
1961	July 4th	296,000
1960	July 13th	292,000
1959	July 22nd	302,000
1958	July 1st	290,000
1957	July 1st	271,000

This shows that in normal years it would be possible to move on the island around the 1st to the 4th of July which we figured on for this job.

STATE COPY

RECEIVED
NOV 16 1965
FOR FILING

Monthly transaction number

Project report number
10

I-80N-5(11)147

6372

FORM FR-2A (1-57) U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)
11-5-64

State: Oregon

County: Morrow

Project number: I-80N-5(11)147

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on May 7, 1964, is hereby modified as follows:

Revised estimated total cost of project $ 2,068,000.00

Revised Federal funds $ 1,849,000.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 5th day of November, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. K. Klabo

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. H. Parsons
(Division Engineer)

By R. R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
I-5(11)147	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 5-7-64	COUNTY Oregon
PROJECT REPORT NO.		PROJECT NO. I-5(11)147

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Willow Creek to Airport Rd.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-26-63	8.722
*OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 2,129,868.00	$ 1,902,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By _____

XX A. W. Parsons, Division Engineer)

By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer May 7, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8905-P64

(Title)

By L. R. Bachlund, Administrative Mgr.

By _____ Date executed by Division Engineer May 7, 1964

(Title)

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

NONDISCRIMINATION PROVISION

13. The State highway department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the President's Committee on Equal Employment Opportunity, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following:

NONDISCRIMINATION PROVISION (Continued)

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Bureau of Public Roads and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Bureau of Public Roads may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Bureau, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State highway department further agrees that it will be bound by the above equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of Government.

The State highway department agrees that it will cooperate actively with the Bureau of Public Roads and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Committee, that it will furnish the Bureau of Public Roads and the Committee such information as they may require for the supervision of such compliance, and that it will otherwise assist the Bureau of Public Roads in the discharge of the Bureau's primary responsibility for securing compliance. The State highway department further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part III, Subpart D of Executive Order 10925 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Bureau of Public Roads or the Committee pursuant to Part III, Subpart D of Executive Order 10925. In addition, the State highway department agrees that if it fails or refuses to comply with these undertakings the Bureau of Public Roads may cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such State highway department, or may refer the case to the Department of Justice for appropriate legal proceedings.

ADDITIONAL PROVISIONS

14. **Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.**

Oregon State Highway Department

Federal-Aid
Project No. I-80N-5(11)147

WILLOW CREEK-AIRPORT ROAD SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MORROW COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 24, 1964

Type Code 6201
Roadway (Sta. 641+47.78 to Sta. 1102+00) (Contract 6372)

Clearing and Grubbing	All Required			$ 40,000.00
Drainage Excavation, Unclassified	950	cu.yd.	$ 5.00	4,750.00
General Excavation, Unclassified	519,200	cu.yd.	1.07	555,544.00
Special Borrow Excavation, Unclassified	128,600	cu.yd.	0.40	51,440.00
Short Overhaul	1,689,300	yd.sta.	0.008	13,514.40
Long Overhaul	23,800	C-yd.sta.	0.30	7,140.00
Finishing Roadbed and Slopes	All Required			18,000.00
Rounding Cutbanks	5,200	lin.ft.	0.25	1,300.00
Seeding	50	acre	135.00	6,750.00
Mulching	50	acre	215.00	10,750.00
Grass Seed, Crested Wheatgrass	500	lb.	0.50	250.00
Grass Seed, Hard Fescue	250	lb.	0.50	125.00
Inorganic Fertilizer	200	cwt.	6.50	1,300.00
12-inch Culvert Pipe	8	lin.ft.	3.00	24.00
18-inch Culvert Pipe	1,880	lin.ft.	4.00	7,520.00
24-inch Culvert Pipe	830	lin.ft.	6.00	4,980.00
18-inch Metal Pipe	170	lin.ft.	4.00	680.00
24-inch Metal Pipe	420	lin.ft.	10.00	4,200.00
30-inch Metal Pipe	336	lin.ft.	14.00	4,704.00
Special Steel Reducer	All Required			700.00
Extra for Pipe Under Pavement	44	lin.ft.	10.00	440.00
18-inch Culvert End Pieces	70	only	40.00	2,800.00
24-inch Culvert End Pieces	1	only	50.00	50.00
Concrete Inlets, Type B	1	only	200.00	200.00
Concrete Manholes	2	only	300.00	600.00
Metal Guard Rail	7,550	lin.ft.	2.34	17,667.00
Type 2 Barricade	1,750	lin.ft.	3.40	5,950.00
Rail End Pieces	36	only	3.50	126.00
Guard Rail (Salvaged Barricade)	880	lin.ft.	1.50	1,320.00
Guide Posts, W-1	480	only	7.50	3,600.00
Guide Posts, Y-2	74	only	7.80	577.20
Guide Posts, Y-3	3	only	8.00	24.00
Type 1 Fence	3,280	rod	6.90	22,632.00
Salvage Metal Gates	11	only	5.00	55.00
Material in Subbase	271,600	ton	0.60	162,960.00
Coarse Crushed Material in Base	124,800	ton	1.25	156,000.00
3/4" - 0 Material in Base	42,300	ton	1.40	59,220.00
Sprinkling	8,500	M-gal.	1.50	12,750.00

Plant-Mix Bituminous Base	31,400 ton	$ 2.80	$ 87,804.00
Emulsion in Bituminous Base	1,300 ton	40.75	52,975.00
Asphaltic Concrete Mixture	91,100 ton	3.11	283,321.00
Asphalt in Mixture	5,000 ton	35.50	177,500.00
RS-2 Asphalt	14 ton	55.50	777.00
Furnish 8" BP 36# Steel Piling	123 lin.ft.	4.15	510.45
Drive Steel Piles	11 only	110.00	1,210.00
Metal Sign Posts	All Required		876.00
Wood Sign Posts	All Required		1,370.00
Type "A" Signs in Place	475 sq.ft.	6.30	3,118.50
Type "C" and "D" Signs in Place	468 sq.ft.	3.15	1,474.20
Type "E", "P" and "G" Signs in Place	84 sq.ft.	3.40	285.60
Type "P" Signs in Place	12 sq.ft.	3.90	46.80
			$1,793,911.15
Flagging (57½% of Contractor's Cost)	All Required		$ 15,000.00
	Subtotal		$1,808,911.15
	10% Engr. & Cont.		180,890.85
	Total		$1,989,802.00

Type Code 0281
Threemile Canyon Interchange (Sta. "WB" 752+19.30 to Sta. "WB" 753+62.14)
(Contract 6372)

Bridge (No. 9307) Westbound

Shoring, Cribbing, etc.	All Required		$ 5,000.00
Structural Excavation	320 cu.yd.	$ 5.00	1,600.00
Structural Excavation Below Elevation Shown	30 cu.yd.	10.00	300.00
Class "A" Concrete (338 cu.yd.)	All Required		24,000.00
45' to 50' Type II Prestressed Beams	15 only	800.00	12,000.00
Metal Reinforcement (65,300 lb.)	All Required		8,000.00
8-inch Metal Drain Pipe	60 lin.ft.	5.00	300.00
6-inch Standard Steel Pipe	40 lin.ft.	9.00	360.00
			$ 51,560.00

Bridge (No. 9307-A) Eastbound

Shoring, Cribbing, etc.	All Required		$ 5,000.00
Structural Excavation	400 cu.yd.	$ 3.00	1,200.00
Structural Excavation Below Elevation Shown	40 cu.yd.	5.00	200.00
Furnish Treated Timber Piling	2,240 lin.ft.	2.00	4,480.00
Drive Timber Piles	56 only	70.00	3,920.00
Class "A" Concrete (439 cu.yd.)	All Required		28,253.00
65' to 75' Type III Prestressed Beams	15 only	1,400.00	21,000.00
Metal Reinforcement (85,800 lb.)	All Required		10,500.00
8-inch Metal Drain Pipe	100 lin.ft.	5.00	500.00
6-inch Standard Steel Pipe	80 lin.ft.	9.00	720.00
			$ 75,773.00

Subtotal	$ 127,333.00
10% Engr. & Cont.	12,733.00
Total	$ 140,066.00

Length of Roadway - - - - - 8.695 Miles
Length of Structure - - - - 0.027 Mile
Total Length- - - - - - - - 8.722 Miles
Cost of Roadway Per Mile- - $228,844.39

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	U.S. Army* Engrs. Funds
Roadway	$1,989,802.00	$1,773,200.00	$154,768.00	$61,834.00
Structure	140,066.00	128,800.00	11,266.00	-
	$2,129,868.00	$1,902,000.00	$166,034.00	$61,834.00

*U.S. Army Engineers' responsibility based on low bid prices.

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

WILLOW CREEK-AIRPORT ROAD SECTION

PROJECT NO. I-80N-5(11)147

U.S. Army Engineers' responsibility based on quantities per letter of November 15, 1963 and low bid prices.

THREE MILE CANYON INTERCHANGE
"A" AND "B" LEGS

Summary of Construction
Quantities & Costs, Corps of Engineers

Station - 734+52
Station - 765+50
Miles - 0.58674

	ITEM	UNIT	QUANTITY	UNIT PRICE	ESTIMATE
1.	Clearing and Grubbing	Lump Sum	3%		$ 1,200.00
2.	Drainage Excavation, Unclassified	Cu. Yd.	90	$ 5.00	450.00
3.	General Excavation, Unclassified	Cu. Yd.	24,140	1.07	25,829.80
5.	Short Overhaul	Yd. Sta.	20,040	0.008	160.32
6.	Long Overhaul	"C" Yd. Sta.	140	0.30	42.00
7.	Finishing Roadbed and Slopes	Lump Sum	3%		540.00
9.	Seeding	Acre	2.5	135.00	337.50
10.	Mulching	Acre	2.5	215.00	537.50
11.	Grass Seed, Crested Wheatgrass	Lb.	250	0.50	125.00
12.	Grass Seed, Hard Fescue	Lb.	125	0.50	62.50
13.	Inorganic Fertilizer	Cwt.	10	6.50	65.00
15.	18-inch Culvert Pipe	Lin. Ft.	110	4.00	440.00
16.	24-inch Culvert Pipe	Lin. Ft.	230	6.00	1,380.00
22.	18-inch Culvert End Piece	Only	1	40.00	40.00
25.	Concrete Manhole	Only	1	300.00	300.00
30.	Guide Post, W-1	Only	1	7.50	7.50
31.	Guide Post, Y-2	Only	35	7.80	273.00
32.	Guide Post, Y-3	Only	1	8.00	8.00
33.	Type I Fence	Rod	150	6.90	1,035.00
35.	Material in Subbase	Ton	7,000	0.60	4,200.00

	ITEM	UNIT	QUANTITY	UNIT PRICE	ESTIMATE
36.	Coarse Crushed Material in Base	Ton	3,080	$ 1.25	$ 3,850.00
37.	3/4" - 0 Material in Base	Ton	930	1.40	1,302.00
38.	Sprinkling	M-gal.	220	1.50	330.00
39.	Plant-Mix Bituminous Base	Ton	810	2.86	2,316.60
40.	Emulsion in Bituminous Base	Ton	32	40.75	1,304.00
41.	Asphaltic Concrete Mixture	Ton	1,370	3.11	4,260.70
42.	Asphalt in Mixture	Ton	75	35.50	2,662.50
44.	Furnish 8 BP 36 Steel Piling	Lin. Ft.	48	4.15	199.20
45.	Drive Steel Piles	Only	4	110.00	440.00
46.	Metal Sign Posts	Lump Sum	All Required (40%)		350.40
47.	Wood Sign Posts	Lump Sum	All Required (30%)		411.00
48.	Type "A" Signs in Place	Sq. Ft.	198	6.30	1,247.40
49.	Type "C" and "D" Signs in Place	Sq. Ft.	108	3.15	340.20
50.	Type "E", "F", and "G" Signs in Place	Sq. Ft.	42	3.40	142.80
51.	Type "P" Signs in Place	Sq. Ft.	6	3.90	23.40
			Subtotal		$56,213.32
			10% Engr. & Cont.		5,620.68
			Total		$61,834.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-5(11)147

WILLOW CREEK-AIRPORT ROAD SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 9, 1963

Type Code 6201
Roadway (Sta. 641+47.78 to Sta. 1102+00)

Clearing and Grubbing	All Required			$ 25,000.00
Drainage Excavation, Unclassified	950	cu.yds.	$ 3.00	2,850.00
General Excavation, Unclassified	519,200	cu.yds.	0.60	311,520.00
Special Borrow Excavation, Unclassified	128,600	cu.yds.	0.59	75,874.00
Short Overhaul	1,689,300	yd.stas.	0.01	16,893.00
Long Overhaul	23,800	C-yd.stas.	0.40	9,520.00
Finishing Roadbed and Slopes	All Required			12,000.00
Rounding Cutbanks	5,200	lin.ft.	0.25	1,300.00
Seeding	50	acres	160.00	8,000.00
Mulching	50	acres	200.00	10,000.00
Grass Seed, Crested Wheatgrass	500	lbs.	0.60	300.00
Grass Seed, Hard Fescue	250	lbs.	0.80	200.00
Inorganic Fertilizer	200	CWT	6.00	1,200.00
12-inch Culvert Pipe	8	lin.ft.	3.75	30.00
18-inch Culvert Pipe	1,880	lin.ft.	4.50	8,460.00
24-inch Culvert Pipe	830	lin.ft.	6.00	4,980.00
18-inch Metal Pipe	170	lin.ft.	5.00	850.00
24-inch Metal Pipe	420	lin.ft.	7.50	3,150.00
30-inch Metal Pipe	336	lin.ft.	10.00	3,360.00
Special Steel Reducer	All Required			500.00
Extra for Pipe Under Pavement	44	lin.ft.	4.00	176.00
18-inch Culvert End Pieces	70	only	45.00	3,150.00
24-inch Culvert End Pieces	1	only	60.00	60.00
Concrete Inlets, Type B	1	only	150.00	150.00
Concrete Manholes	2	only	350.00	700.00
Metal Guard Rail	7,550	lin.ft.	2.50	18,875.00
Type 2 Barricade	1,750	lin.ft.	4.50	7,875.00
Rail End Pieces	36	only	5.00	180.00
Guard Rail (Salvaged Barricade)	880	lin.ft.	1.50	1,320.00
Guide Posts, W-1	480	only	6.75	3,240.00
Guide Posts, Y-2	74	only	7.25	536.50
Guide Posts, Y-3	3	only	8.00	24.00
Type 1 Fence	3,280	rods	6.00	19,680.00
Salvage Metal Gates	11	only	35.00	385.00
Material in Subbase	271,600	tons	0.75	203,700.00
Coarse Crushed Material in Base	124,800	tons	1.45	180,960.00
3/4" - 0 Material in Base	42,300	tons	1.55	65,565.00
Sprinkling	8,500	M-gals.	3.00	25,500.00
Plant-Mix Bituminous Base	31,400	tons	4.00	125,600.00
Emulsion in Bituminous Base	1,300	tons	40.00	52,000.00
Asphaltic Concrete Mixture	91,100	tons	4.25	387,175.00
Asphalt in Mixture	5,000	tons	36.00	180,000.00

RS-2 Asphalt	14 tons	$ 65.00	$ 910.00
Furnish 8" BP 36# Steel Piling	123 lin.ft.	5.10	624.30
Drive Steel Piles	11 only	75.00	825.00
Metal Sign Posts	All Required		630.00
Wood Sign Posts	All Required		820.00
Type "A" Signs in Place	495 sq.ft.	6.00	2,970.00
Type "C" and "D" Signs in Place	468 sq.ft.	3.65	1,708.20
Type "E", "F" and "G" Signs in Place	84 sq.ft.	4.05	340.20
Type "P" Signs in Place	12 sq.ft.	5.00	60.00
			$1,781,729.20
Flagging (57½% of Contractor's Cost)	All Required		15,000.00
	Subtotal		$1,796,729.20
	10% Engr. & Cont.		179,672.80
	Total		$1,976,402.00

Type Code X281
Threemile Canyon Interchange (Sta. "WB" 752+19.30 to Sta. "WB" 753+62.14)

Bridge (No. 9307) Westbound

Shoring, Cribbing, Etc.	All Required		$ 2,000.00
Structural Excavation	320 cu.yds.	$ 8.00	2,560.00
Structural Excavation Below Elevation Shown	30 cu.yds.	8.00	240.00
Class "A" Concrete (338 cu.yds. $75.00)	All Required		25,350.00
45' to 50' Type II Prestressed Beams	15 only	850.00	12,750.00
Metal Reinforcement (65,300 lbs. $0.13)	All Required		8,489.00
8-inch Metal Drain Pipe	60 lin.ft.	4.00	240.00
6-inch Standard Steel Pipe	40 lin.ft.	12.00	480.00
			$ 52,109.00

Bridge (No. 9307-A) Eastbound

Shoring Cribbing, Etc.	All Required		$ 3,000.00
Structural Excavation	400 cu.yds.	$ 8.00	3,200.00
Structural Excavation Below Elevation Shown	40 cu.yds.	8.00	320.00
Furnish Treated Timber Piling	2,240 lin.ft.	1.50	3,360.00
Drive Timber Piles	56 only	60.00	3,360.00
Class "A" Concrete (439 cu.yds. $75.00)	All Required		32,925.00
65' to 75' Type III Prestressed Beams	15 only	1,600.00	24,000.00
Metal Reinforcement (85,800 lbs. $0.13)	All Required		11,154.00
8-inch Metal Drain Pipe	100 lin.ft.	4.00	400.00
6-inch Standard Steel Pipe	80 lin.ft.	12.00	960.00
			$ 82,679.00

Subtotal	$134,788.00
10% Engr. & Cont.	13,478.00
Total	$148,266.00

Length of Roadway - - - - - - - - - - - 8.695 Miles
Length of Structure - - - - - - - - - - 0.027 Mile
Total Length - - - - - - - - - - - - - 8.722 Miles
Cost of Roadway Per Mile - - - - - - - $227,303.27

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	U.S. Army * Engrs. Funds
Roadway	$1,976,402.00	$1,769,000.00	$154,103.00	$ 53,299.00
Structure	148,266.00	136,000.00	12,266.00	- -
	$2,124,668.00	$1,905,000.00	$166,369.00	$ 53,299.00

* Based on estimated cost of U.S. Army Engineers' responsibility per letter dated November 15, 1963.

WILLOW CREEK-AIRPORT ROAD SECTION

PROJECT NO. I-80N-5(11)147

Estimated quantities and cost of US Army Engineers' responsibility per letter dated November 15, 1963.

THREE MILE CANYON INTERCHANGE
"A" AND "B" LEGS

Summary of Construction
Quantities & Cost, Corps of Engineers

Station - 734+52
Station - 765+50
Miles - 0.58674

Item	Unit	Quantity	Unit Price	Estimate
1. Clearing and Grubbing	Lump Sum	3%	$	$ 750.00
2. Drainage Excavation, Unclassified	Cu.Yd.	24 90	3.00	270.00
3. General Excavation, Unclassified	Cu.Yd.	23,140	0.60	14,484.00
5. Short Overhaul	Yd.Sta.	20,040	0.01	200.40
6. Long Overhaul	"C" Yd.Sta.	140	0.40	56.00
7. Finishing Roadbed and Slopes	Lump Sum	3%		360.00
9. Seeding	Acre	2.5	160.00	400.00
10. Mulching	Acre	2.5	200.00	500.00
11. Grass Seed, Crested Wheatgrass	Lbs.	250	0.60	150.00
12. Grass Seed, Hard Fescue	Lbs.	125	0.80	100.00
13. Inorganic Fertilizer	Cwt.	10	6.00	60.00
15. 18-inch Culvert Pipe	Lin.Ft.	110	4.50	495.00
16. 24-inch Culvert Pipe	Lin.Ft.	230	6.00	1,380.00
22. 18-inch Culvert End Piece	Only	1	45.00	45.00
25. Concrete Manhole	Only	1	350.00	350.00
30. Guide Post, W-1	Only	1	6.75	6.75
31. Guide Post, Y-2	Only	35	7.25	253.75
32. Guide Post, Y-3	Only	1	8.00	8.00
33. Type 1 Fence	Rods	150	6.00	900.00
35. Material in Subbase	Tons	7,000	0.75	5,250.00
36. Coarse Crushed Material in Base	Tons	3,080	1.45	4,466.00
37. 3/4" - 0 Material in Base	Tons	930	1.55	1,441.50
38. Sprinkling	M-gals.	220	3.00	660.00
39. Plant Mix Bituminus Base	Tons	810	4.00	3,240.00
40. Emulsion in Bituminus Base	Tons	32	40.00	1,280.00
41. Asphaltic Concrete Mixture	Tons	1,370	4.25	5,822.50
42. Asphalt in Mixture	Tons	75	36.00	2,700.00
44. Furnish 8 BP 36 Steel Piling	Lin.Ft.	48	5.10	244.80
45. Drive Steel Piles	Only	4	75.00	300.00
46. Metal Sign Posts	Lump Sum	All Req. (40%)		252.00
47. Wood Sign Posts	Lump Sum	All Req. (30%)		246.00
48. Type "A" Signs in Place	Sq.Ft.	198	6.00	1,188.00
49. Type "C" and "D" Signs in Place	Sq.Ft.	108	3.65	394.20
50. Type "E", "F", and "G" Signs in Place	Sq.Ft.	42	4.05	170.10
51. Type "P" Signs in Place	Sq.Ft.	6	5.00	30.00
		Subtotal		$48,454.00
		10% Engr. & Cont.		4,845.00
		Total		$53,299.00

WILLOW CREEK-AIRPORT ROAD SECTION

Project No. I-80N-5(11)147

Prestressed Beam Quantities

45' - 50' Beams

Overhead		$ 175.00
Class "AA" Concrete	4.61 cu.yds. at $82.00	378.00
Metal Reinforcement	639 lbs. at $0.12	76.70
Prestress Steel	553 lbs. at $.040	221.30
		$ 851.00

65' - 70' Beams

Overhead		$ 175.00
Class "AA" Concrete	10.30 cu.yds. at $82.00	844.00
Metal Reinforcement	997 lbs. at $0.12	120.30
Prestress Steel	1,230 lbs. at $0.40	492.00
		$1,631.30

Oregon State Highway Department

Federal Aid
Project No. I-80N-5(11)147

WILLOW CREEK-AIRPORT ROAD SECTION OF

THE COLUMBIA RIVER HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 18, 1963

Type Code 6201
Roadway (Sta. 641+47.78 to Sta. 1102+00)

Clearing and Grubbing	All Required		$ 25,000.00
Drainage Excavation, Unclassified	950 cu.yds.	$ 3.00	2,850.00
General Excavation, Unclassified	519,200 cu.yds.	0.60	311,520.00
Special Borrow Excavation, Unclassified	128,600 cu.yds.	0.59	75,874.00
Short Overhaul	1,689,300 yd.stas.	0.01	16,893.00
Long Overhaul	23,800 C-yd.stas.	0.40	9,520.00
Finishing Roadbed and Slopes	All Required		12,000.00
Rounding Cutbanks	5,200 lin.ft.	0.25	1,300.00
Seeding	50 acres	160.00	8,000.00
Mulching	50 acres	200.00	10,000.00
Grass Seed, Crested Wheatgrass	500 lbs.	0.60	300.00
Grass Seed, Hard Fescue	250 lbs.	0.80	200.00
Inorganic Fertiliser	200 cwt.	6.00	1,200.00
12 Inch Culvert Pipe	8 lin.ft.	3.75	30.00
18 Inch Culvert Pipe	1,880 lin.ft.	4.50	8,460.00
24 Inch Culvert Pipe	830 lin.ft.	6.00	4,980.00
18 Inch Metal Pipe	170 lin.ft.	5.00	850.00
24 Inch Metal Pipe	420 lin.ft.	7.50	3,150.00
30 Inch Metal Pipe	336 lin.ft.	10.00	3,360.00
Special Steel Reducer	All Required		500.00
Extra for Pipe Under Pavement	44 lin.ft.	4.00	176.00
18 Inch Culvert End Pieces	70 only	45.00	3,150.00
24 Inch Culvert End Pieces	1 only	60.00	60.00
Concrete Inlets, Type B	1 only	150.00	150.00
Concrete Manholes	2 only	350.00	700.00
Metal Guard Rail	7,550 lin.ft.	2.50	18,875.00
Type 2 Barricade	1,750 lin.ft.	4.50	7,875.00
Rail End Pieces	36 only	5.00	180.00
Guard Rail (Salvaged Barricade)	880 lin.ft.	1.50	1,320.00
Guide Posts, W-1	480 only	6.75	3,240.00
Guide Posts, Y-2	74 only	7.25	536.50
Guide Posts, Y-3	3 only	8.00	24.00
Type 1 Fence	3,280 rods	6.00	19,680.00
Salvage Metal Gates	11 only	35.00	385.00
Material in Subbase	271,600 tons	0.75	203,700.00
Coarse Crushed Material in Base	124,800 tons	1.45	180,960.00

3/4" - 0 Material in Base	42,300 tons	$ 1.55	$ 65,565.00
Sprinkling	8,500 M-gals.	3.00	25,500.00
Plant-Mix Bituminous Base	31,400 tons	4.00	125,600.00
Emulsion in Bituminous Base	1,300 tons	40.00	52,000.00
Asphaltic Concrete Mixture	91,100 tons	4.25	387,175.00
Asphalt in Mixture	5,000 tons	36.00	180,000.00
R3-2 Asphalt	14 tons	65.00	910.00
Furnish 8" BP 36# Steel Piling	123 lin.ft.	5.10	627.30
Drive Steel Piles	11 only	75.00	825.00
Metal Sign Posts	All Required		630.00
Wood Sign Posts	All Required		220.00
Type "A" Signs in Place	495 sq.ft.	6.00	2,970.00
Type "C" and "D" Signs in Place	468 sq.ft.	3.65	1,708.20
Type "E", "F" and "G" Signs in Place	84 sq.ft.	4.05	340.20
Type "P" Signs in Place	12 sq.ft.	5.00	60.00
			$1,781,729.20
Flagging (57½% of contractor's cost)	All Required		15,000.00
	Subtotal		$1,796,729.20
	10% Engr. & Cont.		179,672.80
	Total		$1,976,402.00

Type Code X281
Threemile Canyon Interchange (Sta. "WB" 752+19.30 to Sta. "WB" 751+62.14)

Bridge (No. 9307) Westbound			
Shoring, Cribbing, Etc.	All Required		$ 2,000.00
Structural Excavation	320 cu.yds.	$ 8.00	2,560.00
Structural Excavation Below Elevation Shown	30 cu.yds.	8.00	240.00
Class "A" Concrete (338 cu.yds. $75.00)	All Required		25,350.00
45' to 50' Type II Prestressed Beams	15 only	850.00	12,750.00
Metal Reinforcement (66,400 lbs. $0.13)	All Required		8,632.00
8 Inch Metal Drain Pipe	60 lin.ft.	4.00	240.00
6 Inch Standard Steel Pipe	40 lin.ft.	12.00	480.00
			$ 52,252.00
Bridge (No. 9307-A) Eastbound			
Shoring, Cribbing, Etc.	All Required		$ 3,000.00
Structural Excavation	400 cu.yds.	$ 8.00	3,200.00
Structural Excavation Below Elevation Shown	40 cu.yds.	8.00	320.00
Furnish Treated Timber Piling	2,240 lin.ft.	1.50	3,360.00
Drive Timber Piles	56 only	60.00	3,360.00
Class "A" Concrete (413 cu.yds. $75.00)	All Required		30,975.00
65' to 75' Type III Prestressed Beams	15 only	1,600.00	24,000.00

Metal Reinforcement (86,600 lbs. $0.13)	All Required		$ 11,258.00
8 Inch Metal Drain Pipe	100 lin.ft.	$ 4.00	400.00
6 Inch Standard Steel Pipe	80 lin.ft.	12.00	960.00
			$ 80,833.00
	Subtotal		$133,085.00
	10% Engr. & Cont.		13,308.00
	Total		$146,393.00

Length of Roadway- - - - - 8.695 Miles
Length of Structure- - - - 0.027 Miles
Total Length - - - - - - - - 8.722 Miles
Cost of Roadway Per Mile - $227,303.27

Summary of Funds

Description	Total Cost	Federal Funds	State Funds	US Army * Engrs. Funds
Roadway	$1,976,402.00	$1,769,000.00	$154,103.00	$53,299.00
Structure	146,393.00	134,000.00	12,393.00	- -
	$2,122,795.00	$1,903,000.00	$166,496.00	$53,299.00

*Based on estimated cost of US Army Engineers' responsibility per letter dated November 15, 1963.

WILLOW CREEK-AIRPORT ROAD SECTION

PROJECT NO. I-80N-5(11)147

Estimated quantities and cost of US Army Engineers' responsibility per letter dated November 15, 1963.

Threemile Canyon Interchange
"A" and "B" Legs

Summary of Construction
Quantities & Costs, Corps of Engineers

Station - 734+52
Station - 764+50
Miles - 0.56674

Item	Unit	Quantity	Unit Price	Estimate
1. Clearing and Grubbing	Lump Sum	3%	$	$ 750.00
2. Drainage Excavation, Unclassified	cu.yd.	90	3.00	270.00
3. General Excavation, Unclassified	cu.yd.	24,140	0.60	14,484.00
5. Short Overhaul	yd.sta.	20,040	0.01	200.40
6. Long Overhaul	"C"yd.sta.	140	0.40	56.00
7. Finishing Roadbed and Slopes	Lump Sum	3%		360.00
9. Seeding	acre	2.5	160.00	400.00
10. Mulching	acre	2.5	200.00	500.00
11. Grass Seed, Crested Wheatgrass	lbs.	250	0.60	150.00
12. Grass Seed, Hard Fescue	lbs.	125	0.80	100.00
13. Inorganic Fertilizer	cwt.	10	6.00	60.00
15. 18-inch Culvert Pipe	lin.ft.	110	4.50	495.00
16. 24-inch Culvert Pipe	lin.ft.	230	6.00	1,380.00
22. 18-inch Culvert End Piece	only	1	45.00	45.00
25. Concrete Manhole	only	1	350.00	350.00
30. Guide Post, W-1	only	1	6.75	6.75
31. Guide Post, Y-2	only	35	7.25	253.75
32. Guide Post, Y-3	only	1	8.00	8.00
33. Type I Fence	rods	150	6.00	900.00
35. Material in Subbase	tons	7,000	0.75	5,250.00
36. Coarse Crushed Material in Base	tons	3,080	1.45	4,466.00
37. 3/4" - 0 Material in Base	tons	930	1.55	1,441.50
38. Sprinkling	M-gals.	220	3.00	660.00
39. Plant Mix Bituminous Base	tons	810	4.00	3,240.00
40. Emulsion in Bituminous Base	tons	32	40.00	1,280.00
41. Asphaltic Concrete Mixture	tons	1,370	4.25	5,822.50
42. Asphalt in Mixture	tons	75	36.00	2,700.00
44. Furnish 8BP36 Steel Piling	lin.ft.	48	5.10	244.80
45. Drive Steel Piles	only	4	75.00	300.00
46. Metal Sign Posts	Lump Sum	All Required (40%)		252.00
47. Wood Sign Posts	Lump Sum	All Required (30%)		246.00
48. Type "A" Signs in Place	sq.ft.	198	6.00	1,188.00
49. Type "C" and "D" Signs in Place	sq.ft.	108	3.65	394.20
50. Type "E", "F", and "G" Signs in Place	sq.ft.	42	4.05	170.10
51. Type "P" Signs in Place	sq.ft.	6	5.00	30.00
	Subtotal			$48,454.00
	10% Engr. & Cont.			4,845.00
	Total			$53,299.00

RECEIVED
SEP 24 1965
FOR FILING

F 8(1)47

September 23, 1965

Frank D. McAlwee
Colonel, Corps of Engineers
U.S. Army Engineer District
Bldg. 602, City-County Airport
Walla Walla, Washington

Re: Contract No. 6372
Willow Creek-Airport Rd. Sec.

Dear Sir:

Attached herewith and listed below, are copies of change orders pertaining to the above-mentioned contract:

Order No.	Description
PA #1	Install Type II Fence
#2	Coarse Crushed Base Material
#3	Special Borrow and Stone Base
#4	Stockpile Maint. Materials
#5	Substitute A.C. for SS-K-H Emulsion
#6	Install Sign Support Footings
#7	Revise Signing
#8	Change Base Rock Size
#9	Substitute RS-2 for RS-1 Asphalt
#10	Construct Type II Barricade
#11	Purchase Excess Materials
EwO #1	Flagging
SFO #1	Haul Pile Cutoffs to Maint. Yard
#2	Revise I.D. Signs

Your approval is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

VG:mb
Att. (14)
cc: C. H. Maison
F. D. Morgan

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SEP 23 1965
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I-ssn 5(11)147

6 12

September 22, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re: Federal-Aid Project Acceptance

Dear Sir:

Your June 9, 1965 endorsement noted that contract work on Contract No. 6372, Kilbur Creek-Airport Road Section in Morrow County, Federal-Aid Project No. I-BCM-5(11)147 was satisfactory. The State Highway Commission authorized acceptance of the contract as of July 8, 1965.

Attached and listed below are data necessary for your acceptance of the project:

All participating work under State Force Order done by State Forces or others was completed 6-2-65.

Contractor's wage certification is dated 7-26-65.

Attachments are as follows:

Materials Report, FR-47 (3 copies)
Laboratory materials certification
Statements of underruns and overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

MMC:mb
Att.
cc: C. H. Maison
F. D. Morgan
I. D. Merchant
R. N. Chase

RECEIVED
JUL 29 1965
FOR FILING

Form CD-121
(11-63)
(Pres. by
A.O. 20[illegible])

UNITED STATES GOVERNMENT

Memorandum

I-80N-5(11)147

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. N. Parsons, Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: July 28, 1965

In reply refer to: 08-35.4-DA-3

SUBJECT: Oregon Project I-80N-5(11)147
Willow Creek-Airport Road Section
Columbia River Highway Asphaltic Concrete Pavement

We have reviewed the compaction tests on subject project. It is noted that 206 core tests were taken and of this amount 9 tests did not meet specifications. As reported, 3 tests were between 91.5 and 92.0, 1 test at 91.2, 1 test at 90.3, 1 test at 89.1 and 3 tests 88.0 - 88.91. Our information reveals some of the lowest tests were on legs of the Three Mile Canyon interchange.

We concur in your request to accept the compaction results as being in substantial compliance.

RETURNED TO
[illegible]
By Asst. Constr. Engr.
7-29-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORMED
JUL 28 1965
FOR FILING

J-8(N-5(W)147
(211

July 28, 1965

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On July 13, 1965, we wrote to you concerning release of final payment on Contract No. 6372 awarded to Earl L. McNutt Company for grading, paving, structures, and signing on the Willow Creek-Airport Road Section of the Columbia River Highway in Morrow County.

Final payment on this contract is $96,065.40 and the total contract amount is $1,900,211.69, including $8,340.14 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Earl L. McNutt Company
351½ East Broadway
Eugene, Oregon

C. H. Maison
Attn: John Herr

FORM E-123X 50M 12-63

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JUL 1 1965
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-84N-5(11)147
6372

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 14, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Willow Cr.-Airport Road Section
Columbia River Highway
Contract No. 6372
Compaction Results - Asphaltic Concrete Pavement

Dear Sir:

Listed below is a summary of the compaction test results of the asphaltic concrete pavement on the above-named project:

Total No. Tests Taken	Recore Tests	Total No. Final Tests	Tests Passing 92%+	Tests Failing 92% -
206	- -	206	197 - 95.6%	9 - 4.4%

I believe the results of these tests indicate substantial compliance with the contract specifications and a penalty against the contractor will not be assessed.

Your concurrence in accepting the compaction results of the asphaltic concrete as being in substantial compliance is requested.

Very truly yours,

NOTED
F.B. KLABOE

F. D. Morgan
Construction Engineer

By M A Glenn

M. D. Glenn
Field Testin g Engineer

MDG:fp
cc F. B. Klaboe
L. H. Young

RECEIVED
JUL 15 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 8 - 1965
FOTTLAND
I-80N-5(11)147
6372

July 8, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed May 27, 1965, on Contract No. 6372. The contract was with Earl L. McNutt Company and was for grading, paving, structures and signing on the Willow Creek-Airport Road Section of the Columbia River Highway in Morrow County.

As the contractor has completed all work according to specifications, I recommend you accept the project effective July 8, 1965, and that you concur in this procedure at the Commission meeting on July 13.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

bg

RECEIVED
JUL 8 - 1965
FILING
I-80N-5(11)147
6312

July 6, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

We have a request from the Boeing Company for inclusion of "BOARDMAN TEST SITE" on the advance guide and exit direction signs at the Airport Road Interchange on the Columbia River Highway, Projects I-80N-5(12)157 and I-80N-5(11)147.

6312

Your approval of the proposed plans change is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
E. S. Hunter
A. F. Parson

VPJ:scr/aa jwa

FINAL REPORT

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Willow Creek-Airport Road		WEEK ENDING: June 26, 1965
		SECTION PREFIX: 625-1040
HIGHWAY: Columbia River		COUNTY: Morrow
NAME OF JOB: Willow Creek-Airport Road	KIND OF WORK: Grading, Paving, Structures & Signing	
CONTRACTOR: Earl L. McNutt Co.	CONTRACT NUMBER: 6372	FEDERAL AID PROJECT NUMBER: I-80N-5 (11) 147
DATE OF CONTRACT: December 18, 1963	DATE WORK STARTED: January 15, 1964	[redacted] COMPLETION DATE: May 27, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN ____ SUPERVISION ____	SPECIFIED WORK DAYS: 170	WORK DAYS USED: 202
	SPECIFIED CALENDAR DAYS: N/A	CALENDAR DAYS USED: N/A
	SPECIFIED COMPLETION DATE: N/A	PERCENT OF TIME ELAPSED: 118.8
PROJECT AUTHORIZATION: $2,178,274.67		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EXCLUSIVE OF ENGINEERING: $2,023,375.14	ENGINEERING AUTHORIZATION: $154,899.53	
ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING: $1,909,350.13	ENGINEERING COST TO DATE: $151,759.28	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 94.6
ESTIMATED PERCENT [redacted] UNDERRUN: 5.6 %	PERCENT OF AUTHORIZATION: 98.0 %	DATE PROJECT WAS COMPLETED: May 27, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	Bit. Base	
100	100	100	100	100	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	[redacted] BITUMINOUS [redacted] Base	PAVING
MILES IN PROJECT	8.69	8.69		8.69	8.69
MILES PARTIALLY COMPLETED	0	0		0	0
MILES COMPLETED	8.69	8.69		8.69	8.69
TOTAL ESTIMATED QUANTITIES (CONTRACT)	647,800 CY	438,700 Ton		31,400 Ton	91,100 Ton
TOTAL QUANTITIES CORRECTED TO DATE	606,905 CY	372,665 Ton		39,200 Ton	87,784 Ton
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	606,905 CY	372,665 Ton		39,200 Ton	87,784 Ton
AVERAGE DAILY QUANTITIES	0	0		0	0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0		0	0
NUMBER OF SHIFTS PER DAY	0	0		0	0
HOURS PER SHIFT	0	0		0	0

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	9307	9307A						
PERCENT	100	100						

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	-			
MONDAY	Overcast-Warm	No		All contract work complete
TUESDAY	Clear-Warm			
WEDNESDAY	Partly Cloudy-Warm			
THURSDAY	Partly Cloudy-Warm			
FRIDAY	Partly Cloudy-Windy			
SATURDAY				

JUN 28 1965

RD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	No Activity-Contract Completed.
TUESDAY	No Activity
WEDNESDAY	No Activity
THURSDAY	No Activity
FRIDAY	No Activity
SATURDAY	

REMARKS

Semi-Final estimate was completed on Tuesday of this week and same was submitted to the Division Office on Friday of this week.
Contractor has yet to submit Contractor's Statement Re Payrolls and form PR-47.

SIGNED C. D. Hiatt by J. C. Vincent LOCATION Hermiston

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

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JUN 11 1965
FOR FILING

I (C A) (11) 147

63 12

A

June 10, 1965

Earl L. Mallutt Co.
351½ East Broadway
Eugene, Oregon

Dear Sir:

Final inspection has been made by the Bureau of Public Roads on the Willow Creek - Airport Road Section of the Columbia River Highway in Morrow County, Contract No. 6372, FA Project I-80W-5(11)147.

The contract work has been completed to the satisfaction of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Fred Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
C. H. Maison
Fred Klaboe
F. D. Morgan
L. H. Young

VG:kc

RECEIVED
MAR 3 - 1965
FOR FILING

WALTER W. SPRAGUE, President
JAMES T. HOLTZ, Vice-President
E. FERN SPRAGUE, Secretary-Treasurer

Sprague's INCORPORATED

P. O. BOX 458 • LYNNWOOD, WASHINGTON • PROSPECT 6-0113

Commercial Landscaping

S/141, 143/660
March 1, 1965

Mr. Joe Babington
Brownsville, Oregon

Re: Contract No. 6367 - Slate-Hall
Roberts Mountain Section

Contract No. 6372 - Earl L. McNutt Company
Willow Creek - Airport Road Section

Dear Mr. Babington:

Reference is made to your letter to the Oregon Highway Department regarding straw mulch supplied by you for the two referenced projects.

Regarding the alleged balance due you for 10 tons of straw in excess of our purchase order on the Slate-Hall, Roberts Mountain Job, we wish to state that we did not order this amount and we were not able to use it. As we previously advised, this amount is remaining at the job site and could be picked up or sold. We have enclosed a copy of a letter from the Resident Engineer on the project advising that a Mrs. Dean Powell is interested in purchasing 40 to 50 bales of this mulch. Possibly if you contact Mrs. Powell, you may be able to sell this mulch.

Regarding the Willow Creek Job, we ordered 100 tons of straw and did not order 3 tons verbally. We have not done the mulching on this project and have not received any payment for material on hand, although we have made payment to you in the amount of $1,000.00. The invoice has been submitted to the State of Oregon for payment and just as soon as we receive our money, we will make final payment to you in the amount of $1,500.00 for the 100 tons ordered.

Very truly yours,

SPRAGUES' INCORPORATED

E. Fern Sprague
Secretary-Treasurer

EFS:pk

cc: Slate-Hall
Earl L. McNutt Company
State of Oregon ✓

RECEIVED
FEB 17 1965

6 : 12

February 16, 1965

Mr. Joe Babington
P. O. Box 65
Brownsville, Oregon 97327

Dear Mr. Babington:

This is in reply to your recent letter informing us that Spragues, Inc. owes you for material in the amount of $170.00 furnished on the Roberts Mt. project south of Roseburg, also, an amount of $1,575.00 for material furnished on the Willow Creek-Airport Road Section.

From the descriptions given in your letter this appears to be in reference to the following projects:

Contract No. 6367, Slate-Hall, for grading and paving on the Roberts Mountain Section of the Pacific Highway in Douglas County.
Sureties: Great American Insurance Company and Seaboard Surety Company
Agents: Wells-Reed-Wood-West Co., and Hansen and Rowland, Inc.
Project approximately 91% complete as of February 5, 1965.

Contract No. 6372, Earl L. McNutt Company, for grading, paving, structures and signing on the Willow Creek-Airport Road Section of the Columbia River Highway in Morrow County.
Surety: United Pacific Insurance Company
Agent: Mansfield and Company
Project approximately 83% complete as of February 5, 1965.

The above sureties furnished the performance bonds on these contracts which is given to assure completion of the contracts and payments of all bills incurred in them. The State does not make payment of claims but look to the prime contractors and sureties for such payments.

NOTED ON CARD

If you wish to protect your claims under the bonds, they should be filed with the Secretary of State within six months after the contracts have been accepted by the State Highway Commission. Attached are excerpts from Oregon law outlining the filing procedures.

This information is being noted in our records and we will advise the sureties and the contractors of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CMH:jf
Attachments
cc: Slate-Hall
7800 S. W. 40th Avenue
Portland 19, Oregon

Great American Insurance Co.
Pacific N.W. Regional Office
2020 Ninth Avenue
Seattle, Washington 98121

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

Seaboard Surety Company
100 William Street
New York 38, New York

Hansen & Rowland, Inc.
1100 Puget Sound Bank Bldg.
Tacoma, Washington

Earl L. McNutt Company
251½ E. Broadway
Eugene, Oregon

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Mansfield & Company
1975 S. W. 5th Avenue
Portland 1, Oregon

Mr. Jackson
Mr. Simpson

Mr. Joe Babington
P.O. Box 65
Brownsville, Ore. 97327

Oregon State Highway Commission
Dept. of Construction & Landscaping
Salem, Ore. 97310

Dear Sir:

The following is a short history of material supplied, by me, to Sprgues, Inc. for mulching on Roberts Mt., South of Roseburg- State Hall Contractors and Willow Credk Airport Road Section, McNutt, Contractor, Columbia River Highway.

#6367
=91%

Roberts Mt. job 100 tons by purchase order at $17.00 per ton and 10 tons by verbal order by Mr. Jay McDowell $1,700.00 has been paid. Balance $170.00.

#6372
=83%

Willow Creek job 100 tons by purchase order and 3 tons by verbal order by Mr. Jay McDowell all at $25.00 per ton. $1,000.00 has been paid. Willow Creek job finished and estimate sent in previous to Nov. 10, 1964. Balance $1,575.00.

After so much time has gone by I would appreciate it very much if there were some action you could or would take to insure and rush my payment for these jobs. Total Balance $1,745.00.

Please keep me informed as to any action you may take.

Spragues claim they have not been paid as yet.

Thanking you in advance, I remain,

Very respectfully yours,

Joe Babington

JB:jdb

NOTED
C. W. HEAD

RECEIVED
NOV 12 1964
FORM E-30X—80M—12-63 54677
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 9, 1964

To: MEMO TO THE FILES

SUBJECT: Willow Creek-Airport Road Section
Columbia River Highway
Contract No. 6372
Substitution of 3/4"-0 aggregate for the specified 1-1/2"-0 aggregate in Plant Mix Bituminous Base on the westbound lane Wedge Section

The plans and specifications on the subject project call for revamping the existing two lane highway to a section which will become the westbound lanes of the final constructed divided highway.

In order to accomplish this, it is necessary to eliminate the existing crown by adding a wedge section to form a shed roof design on the inside lane. Following this the lanes will be overlayed with regular Class B asphaltic concrete.

The plans and specifications call for laying this wedge section on top of the existing pavement with a plant mix bituminous base material using a minimum 1-1/2"-0 size aggregate. It is apparent that it is virtually impossible to accomplish the feathering required on the wedge section using a 1-1/2"-0 material.

This situation has been discussed with the contractor, Resident Engineer, Assistant Division Engineer and myself at a conference at the job site on November 5, 1964 and it has been resolved as follows:

Standard 3/4"-0 crushed base material which will meet top base material specifications for gradation and quality will be substituted for the 1-1/2"-0 material as previously specified. The 3/4"-0 material will be mixed with asphalt in the conventional manner and used as plant bix bituminous base for the wedge section. There shall be no additional cost to the State for this change or changes in quantities or any other phase of the construction which might be effected by this substitution.

A Price Agreement will be submitted regarding the substitution showing details as above noted and this Price Agreement will provide the documentation necessary for the records.

NOTED
LLOYD P. SHAW

This change has been discussed with Mr. Gordon Brooks of the Bureau of Public Roads and he has given verbal approval of the change and also stated no further action is necessary except a copy of this Memo be sent to his office.

John H. Walker
Assistant Construction Engineer

JWH:bjm

cc: L. P. Shaw
L. H. Young
G. R. Brooks - BPR
A. F. Parson
C. D. Hiatt

RECEIVED
NOV 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

REC'D
AUG 21 1964
FOR [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1964

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

SUBJECT: Willow Creek-Airport Road
Columbia River Highway
Contract No. 6372
Electronic Weighing

Reply is made to your letter of August 19, 1964 wherein you request a decision as to the possibility of using electronic speed weighing equipment on the above-mentioned project.

Please be advised that this matter of electronic weighing has been considered on previous projects and our experience in the use of these machines has been "0".

We would make the recommendation, however, to the contractor that we would welcome the use of such a device on any project which would give us data as a comparison between this type of weighing and the standard scale. However, the project, as written, all require weighing over standard scales and to alter any contract at this time would mean an entire new set of specifications and require Bureau approval. We have denied all such requests in the past.

I recommend that you advise your contractor that his request has been denied.

F. D. Morgan
Construction Engineer

FDM:fp

cc L.P. Shaw

RECEIVED
AUG 24 1964
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 19, 1964

To:

SUBJECT: Willow Creek-Airport Road
Columbia River Highway
Contract 6372

Mr. F. D. Morgan
Construction Engineer
Salem

Herewith copy of a letter from Mr. C. D. Hiatt, Resident Engineer, also copy of a letter from Boyd L. Christensen, President, Western Construction, Inc., the subcontractor on the subject project. These letters are self-explanatory.

Personally, I do not have much confidence in the electronic speed weigh equipment and recommend that the request be denied. Please advise your wishes in order that we may notify the contractor.

A. F. Parson dj
A. F. Parson
Division Engineer

AFP:dj
Attachment

cc: C. D. Hiatt

CONSTRUCTION DIVISION
AUG 20 1964
ACC ACC CCE

(1)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Hermiston, Oregon
August 14, 1964

SUBJECT: Permission to use Special Weigh Equipt.
Willow Creek-Airport Road Section
Columbia River Highway
Contract No. 6372

To: Mr. A. F. Parson
Division Engineer
La Grande, Oregon

Enclosed find request from Western Construction, Inc., sub-contractor on the above mentioned project, to use a Wascon Model 720-M Speed Weigh Equipment in lieu of platform scales for weighing coarse base and plant mix bituminous base material.

Also included is a copy of correspondence submitted to Mr. F. D. Morgan, Construction Engineer, by Mr. V. H. Richardson, Construction Engineer for the State of Idaho concerning the use of this equipment in that State.

The only benefit, in my opinion, would be a possible speed up in weighing operations for the contractor.

The accuracy of this method would be less than that now obtained in our method of weighing. I therefore suggest that the approval be denied.

I would appreciate your recommendations prior to answering this request.

C. D. Hiatt
Resident Engineer
Hermiston, Oregon

WESTERN CONSTRUCTION, INC.

MAIN OFFICE
Box 4036 • Ph. 344-4023
BOISE, IDAHO

BRANCH OFFICE
Box 2997 • Ph. 522-2145
IDAHO FALLS, IDAHO

August 12, 1964

Mr. D. D. Hiatt
Resident Engineer
Box 791
Hermiston, Oregon 97838

Dear Sir:

This is a request for permission to use the Wescon Model 720-M Speed Weigh Equipment for weighing of gravel base course and plant-mix bituminous base on the Willow Creek-Airport Road, Contract No. 6372, Oregon F. A. Project No. 180N-5(11)147.

Your approval will be appreciated.

Very truly yours,

WESTERN CONSTRUCTION, INC.

By_____
Loyd L. Christensen, President.

RECEIVED
MAR 19 1964
FOR FILING

March 18, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering Type 2 fence in lieu of Type 1 fence on the Willow Creek-Airport Road Section of the Columbia River Highway in Morrow County, Contract No. 6372 in connection with Federal-Aid Project No. I-80N-5(11)147.

This substitution is necessary to satisfy right of way obligation, File 33563. The right of way agreement specifies Type 2 fence.

The contractor would not quote a price for price agreement which could be justified.

This work was verbally recommended for approval by the BPR Area Engineer March 13, 1964 and the Field has been authorized to proceed as an emergency measure to expedite construction. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

RECEIVED
FEB 6 - 1964

6372

February 5, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order For Extra Work No. 1 covering State's share of flagging on the Willow Creek-Airport Road Section of the Columbia River Highway in Morrow County, Contract No. 6372 in connection with Federal-Aid Project No. I-80N-5(11)147.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:er

Enclosures

RECEIVED
JAN 29 1964
FORM E-723X SDM 3-63

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 21, 1964

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

Attention: Mr. W. G. Johnson

Gentlemen:

RE: Revised Plans
Willow Creek-Airport Road and
Airport Road-Irrigon Jct. Section
Columbia River Highway
Morrow County
Project Nos. I-80N-5(11)147 and
I-80N-5(10)157
Your File: D-370-02-12

We have received your letter of January 13, 1964 in which you ask for additional information concerning these two projects.

In the third paragraph you request survey ties showing the distance between the centerlines of the relocated railroad and highway. We do not have this information in our office since the field work for this railroad relocation was all performed by the Corps of Engineers. We understand that you have an agreement with the Corps of Engineers for this work, and therefore we feel that your request for this information should go directly to the Corps rather than to the State.

We will be happy to supply you with any information we may have which will assist you in your review.

Enclosed herewith you will find four sets of the revision letters and four sets of revised drawings numbered 19459, 19460 and 19463 for the Willow Creek-Airport Road Section as you requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

NOTED
LLOYD P. SHAW

Enc.
cc Corps of Engineers
Lloyd Shaw
A. F. Parson
J. S. Sawyer
J. W. Valentine
Donald L. Trout

TWL:fp

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. C. Johnson
~~ENGINEER~~
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

JANUARY 13, 1964

File Ref. D 370 - 02 - 12

Willow Creek-Airport Road and Airport Road-Irrigon Jct. Sections, Columbia River Highway.

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

CONSTRUCTION DIVISION
RECEIVED
JAN 16 1964

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Reference is made to your letter of January 8 transmitting additional copies of Construction Plans and Specifications on above referenced sections of Columbia River Highway relocation work under Project Nos. I-80N-5(11)147 and I-80N-5(10)157, respectively.

A review of the Plans indicates that location of new Interstate Highway 80N will be parallel to the Railroad's relocated main line as both are being reconstructed and relocated in connection with the Federal John Day Lock and Dam project.

In order that we may properly review and comment on the Plans, it will be necessary that sufficient survey ties giving distance between center lines of the relocated highway and railroad, be furnished. Once we have this information, we will be in a position to check the right-of-way limits and to assure that our Company retains the right-of-way as set forth in our agreement with the U. S. Corps or Engineers, covering the work throughout this area. Will you please handle with the Corps of Engineers and see to it that the data is furnished?

Furthermore, in reviewing the Plans we find that access to the railroad from the new highway is not being provided as agreed upon between the Railroad and the Corps of Engineers. It is expected that we will be able to give you our criticisms on this matter in the near future.

#2
Mr. F. D. Morgan January 13, 1964

The Special Provisions covering the Willow Creek - Airport Road Section, furnished with your letter of January 8, containing two Revision Letters and prints of Revised Drawings Nos. 19459, 19460 and 19463, were not furnished with previous sets of Plans and Special Provisions given to this office. Will you kindly send us four (4) additional sets of these Revision Letters and prints to complete our records?

Yours very truly,

W. D. Johnson

RECEIVED
JAN 3 1964
FOR FILING

6372

January 2, 1964

District Engineer
Corps of Engineers, U. S. Army
Building 602, City-County Airport
Walla Walla, Washington

Re: I-80N-5(11)147
Willow Creek-Airport Road Section
Columbia River Highway

Dear Sir:

Reference is made to the proposed construction of the Willow Creek-Airport Road Section of Interstate Highway 80N by the Oregon State Highway Department. You have previously indicated you would pay for the costs of the westbound off and on ramps of Three Mile Canyon Interchange.

The contract for this project has been awarded to Earl L. McNutt Company, Eugene, Oregon. The following is a breakdown of the costs for this project:

Total contract including 12½ per cent engineering and contingencies = $2,178,274.67.

Corps of Engineers' Obligation:

Westbound on and off legs of Three Mile Canyon Interchange	$56,213.32
Plus 5 per cent preliminary engineering	2,810.67
Plus 10 per cent construction supervision and inspection	5,621.33
Total Corps of Engineers' Obligation	$64,645.32

Total Oregon State Highway Department $2,113,629.35

Enclosed are detailed estimates of the previously agreed upon quantities extended by the actual bid prices for this project. We have added five per cent to the Corps' share for preliminary

engineering and ten per cent for construction supervision and inspection. This is contrary to preliminary agreements for this project in which you agreed to pay a prorated amount to cover the costs for preliminary design and engineering and construction supervision and inspection. In subsequent discussions with Mr. Curt Hansens, it was determined that it would be more convenient for the Corps to pay these costs now than to wait until all the design and construction are completed. This plan is acceptable to the Oregon State Highway Department.

We request that you accept this estimate for the Corps of Engineers' obligation in the amount of $64,645.32.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd F. Shaw
Assistant State Highway Engineer

Enclosures

cc Theodore Dee, BPR
Forrest Cooper
F. D. Morgan
L. H. Young

DLT:fp: ajw

HIGHWAY 80-N LOCATION
WILLOW CREEK-AIRPORT ROAD

Summary of Construction Quantities, Total Project

Station 641+47.78 to 1102+00.00

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1. Clearing and Grubbing	Lump Sum	All Specified		$ 40,000.00
2. Drainage Excavation, Unclassified	Cu. Yd.	950	$ 5.00	4,750.00
3. General Excavation, Unclassified	Cu. Yds.	519,200	1.07	555,544.00
4. Special Borrow Excavation, Unclass.	Cu. Yd.	128,600	0.40	51,440.00
5. Short Overhaul	Yd. Sta.	1,689,300	0.008	13,514.40
6. Long Overhaul	C-yd. Sta.	23,800	0.30	7,140.00
7. Finishing Roadbed and Slopes	Lump Sum	All Specified		18,000.00
8. Rounding Cutbanks	Lin. Ft.	5,200	0.25	1,300.00
9. Seeding	Acre	50	135.00	6,750.00
10. Mulching	Acre	50	215.00	10,750.00
11. Grass Seed, Crested Wheatgrass	Lbs.	500	0.50	250.00
12. Grass Seed, Hard Fescue	Lbs.	250	0.50	125.00
13. Inorganic Fertilizer, 10-16-8	Cwt.	200	6.50	1,300.00
14. 12-inch Culvert Pipe	Lin. Ft.	8	3.00	24.00
15. 18-inch Culvert Pipe	Lin. Ft.	1,880	4.00	7,520.00
16. 24-inch Culvert Pipe	Lin. Ft.	830	6.00	4,980.00
17. 18-inch Metal Pipe	Lin. Ft.	170	4.00	680.00
18. 24-inch Metal Pipe	Lin. Ft.	420	10.00	4,200.00
19. 30-inch Metal Pipe	Lin. Ft.	336	14.00	4,704.00
20. Special Steel Reducer	Lump Sum	All Specified		700.00
21. Extra for Pipe Under Pavement	Lin. Ft.	44	10.00	440.00
22. 18-inch Culvert End Pieces	Each	70	40.00	2,800.00

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
23. 24-inch Culvert End Pieces	Each	1	$ 50.00	$ 50.00
24. Concrete Inlets, Type "B"	Each	1	200.00	200.00
25. Concrete Manholes	Each	2	300.00	600.00
26. Metal Guard Rail	Lin. Ft.	7,550	2.34	17,667.00
27. Type 2 Barricade	Lin. Ft.	1,750	3.40	5,950.00
28. Rail End Pieces	Each	36	3.50	126.00
29. Guard Rail (Salvaged Barricade)	Lin. Ft.	880	1.50	1,320.00
30. Guide Posts, W-1	Each	480	7.50	3,600.00
31. Guide Posts, Y-2	Each	74	7.80	577.20
32. Guide Posts, Y-3	Each	3	8.00	24.00
33. Type 1 Fence	Rods	3,280	6.90	22,632.00
34. Salvage Metal Gates	Each	11	5.00	55.00
35. Material in Subbase	Tons	271,600	0.60	162,960.00
36. Coarse Crushed Material in Base	Tons	124,800	1.25	156,000.00
37. 3/4"-0 Material in Base	Tons	42,300	1.40	59,220.00
38. Sprinkling	M-gals.	8,500	1.50	12,750.00
39. Plant-mix Bituminous Base	Tons	31,400	2.86	89,804.00
40. Emulsion in Bituminous Base	Tons	1,300	40.75	52,975.00
41. Asphaltic Concrete Mixture	Tons	91,100	3.11	283,321.00
42. Asphalt in Mixture	Tons	5,000	35.50	177,500.00
43. RS-2 Asphalt	Tons	14	55.50	777.00
44. Furnish 8 BP 36 Steel Piling	Lin. Ft.	123	4.15	510.45
45. Drive Steel Piles	Each	11	110.00	1,210.00
46. Metal Sign Posts	Lump Sum	All Required		876.00

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
47. Wood Sign Posts	Lump Sum	All Required		$ 1,370.00
48. Type "A" Signs in Place	Sq. Ft.	495	$ 6.30	3,118.50
49. Type "C" and "D" Signs in Place	Sq. Ft.	468	3.15	1,474.20
50. Type "E", "F" and "G" Signs in Place	Sq. Ft.	84	3.40	285.60
51. Type "P" Signs in Place	Sq. Ft.	12	3.90	46.80
THREE MILE CANYON INTERCHANGE O'XING (BRIDGE NO. 9307 WESTBOUND LANES)				
52. Shoring, Cribbing, etc.	Lump Sum	All Required		5,000.00
53. Structural Excavation	Cu. Yds.	320	5.00	1,600.00
54. Structural Excavation Below Elevation Shown	Cu. Yds.	30	10.00	300.00
55. Class "A" Concrete	Lump Sum	All Required		24,000.00
56. 45' - 50' Type II Prestressed Beams	Each	15	800.00	12,000.00
57. Metal Reinforcement	Lump Sum	All Required		8,000.00
58. 8-inch Metal Drain Pipe	Lin. Ft.	60	5.00	300.00
59. 6-inch Standard Steel Pipe	Lin. Ft.	40	9.00	360.00
THREE MILE CANYON INTERCHANGE O'XING (BRIDGE NO. 9307-A EASTBOUND LANES)				
60. Shoring, Cribbing, etc.	Lump Sum	All Required		5,000.00
61. Structural Excavation	Cu. Yd.	400	3.00	1,200.00
62. Structural Excavation below elevation shown	Cu. Yd.	40	5.00	200.00
63. Furnish Treated Timber Piling	Lin. Ft.	2,240	2.00	4,480.00
64. Drive Timber Piles	Each	56	70.00	3,920.00
65. Class "A" Concrete	Lump Sum	All Required		28,253.00
66. 65' - 70' Type III Prestressed Beams	Each	15	1,400.00	21,000.00
67. Metal Reinforcement	Lump Sum	All Required		10,500.00

Highway 80-N Location, Willow Creek-Airport Road
Summary of Construction Quantities, Total Project

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
68. 8-inch Metal Drain Pipe	Lin. Ft.	100	$ 5.00	$ 500.00
69. 6-inch Standard Steel Pipe	Lin. Ft.	80	9.00	720.00
	Subtotal			$1,921,244.15
Extra Work Items:				
	Flagging, State Share			15,000.00
	Subtotal			$1,936,244.15
	Engineering & Contingencies 12-1/2%			242,030.52
	T O T A L			$2,178,274.67

HIGHWAY 80-N LOCATION
WILLOW CREEK-AIRPORT ROAD SECTION
THREE MILE CANYON INTERCHANGE
"A" AND "B" LEGS

Summary of Construction Quantities
and Costs, Corps of Engineers

Station - 734+52
Station - 765+50
Miles - 0.58674

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1. Clearing and Grubbing	Lump Sum	3%	$40,000.00	$ 1,200.00
2. Drainage Excavation, Unclassified	Cu. Yd.	90	5.00	450.00
3. General Excavation, Unclassified	Cu. Yd.	24,140	1.07	25,829.80
5. Short Overhaul	Yd. Sta.	20,040	0.008	160.32
6. Long Overhaul	C-yd. Sta.	140	0.30	42.00
7. Finishing Roadbed and Slopes	Lump Sum	3%	18,000.00	540.00
9. Seeding	Acre	2.5	135.00	337.50
10. Mulching	Acre	2.5	215.00	537.50
11. Grass Seed, Crested Wheatgrass	Lbs.	250	0.50	125.00
12. Grass Seed, Hard Fescue	Lbs.	125	0.50	62.50
13. Inorganic Fertilizer	Cwt.	10	6.50	65.00
15. 18-inch Culvert Pipe	Lin. Ft.	110	4.00	440.00
16. 24-inch Culvert Pipe	Lin. Ft.	230	6.00	1,380.00
22. 18-inch Culvert End Piece	Only	1	40.00	40.00
25. Concrete Manhole	Only	1	300.00	300.00
30. Guide Posts, W-1	Only	1	7.50	7.50
31. Guide Posts, Y-2	Only	35	7.80	273.00
32. Guide Posts, Y-3	Only	1	8.00	8.00
33. Type I Fence	Rods	150	6.90	1,035.00
35. Material in Subbase	Tons	7,000	0.60	4,200.00
36. Coarse Crushed Material in Base	Tons	3,080	1.25	3,850.00

Highway 80-N Location, Willow Creek-Airport Road Section
Three Mile Canyon Interchange, "A" and "B" Legs
Summary of Construction Quantities & Costs, Corps of Engineers

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
37. 3/4"-0 Material in Base	Tons	930	$ 1.40	$ 1,302.00
38. Sprinkling	M-gals.	220	1.50	330.00
39. Plant-mix Bituminous Base	Tons	810	2.86	2,316.60
40. Emulsion in Bituminous Base	Tons	32	40.75	1,304.00
41. Asphaltic Concrete Mixture	Tons	1,370	3.11	4,260.70
42. Asphalt in Mixture	Tons	75	35.50	2,662.50
44. Furnish 8 BP 36 Steel Piling	Lin. Ft.	48	4.15	199.20
45. Drive Steel Piles	Only	4	110.00	440.00
46. Metal Sign Posts	Lump Sum	40%	876.00	350.40
47. Wood Sign Posts	Lump Sum	30%	1,370.00	411.00
48. Type "A" Signs in Place	Sq. Ft.	198	6.30	1,247.40
49. Type "C" and "D" Signs in Place	Sq. Ft.	108	3.15	340.20
50. Type "E", "F" and "G" Signs in Place	Sq. Ft.	42	3.40	142.80
51. Type "P" Signs in Place	Sq. Ft.	6	3.90	23.40
	TOTAL			$56,213.32

RECEIVED
DEC 26 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

December 18, 1963

Original signed by
By: T. Dec
T. DecEng. Coordinator
Engineering Coordinator

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.2-0.DA

Oregon Project I-80N-5(11)147
Willow Creek-Airport Road Section
Grading, paving and structures

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6372 to Earl L. McNutt Co. of Eugene, Oregon, low bidder in the amount of $1,921,244.15 at the December 17, 1963 bid opening.

Mr. Litchfield's December 11, 1963 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our November 26, 1963 letter authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates are furnished to and approved by this office.

original To Young
12-26-63

LLOYD P. SHAW

RECEIVED
DEC 18 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
December 18, 1963

Earl L. McNutt Co.,
351 East Broadway
Eugene
Oregon

Gentlemen:

The State Highway Commission on December 18, 1963, awarded to you State Highway Contract No. 6372 for the following project:

Grading-paving-2 structures-signing the Willow Creek-Airport Road Section of the Columbia River Highway in Morrow County.

This award was based on your low bid of $1,921,244.15 which was submitted to the Commission on December 17, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
DEC 2 - 1963
FOR FILING

November 29, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re: Willow Creek-Airport Road Sec.
I-80N-5(11)147
Cont. No. DA-45-164-CIVENG-61-103

Dear Sir:

I forward herewith, a communication from the District Engineer, U. S. Engineers, Walla Walla, in which we are advised that previous commitments with regard to payment for the westbound ramps at the Three-Mile Canyon Interchange has been withdrawn. They state that they are presently without authority to make such commitment but expect to be vested with this authority at a not too distant date.

You will perhaps recall that at one time, your office suggested that we build the necessary structures for the interchange but defer the ramp construction until later. As you know, these ramps are included in the subject-named project which is currently listed for bid opening December 17th.

In view of the foregoing, we are advising planholders on this project that the state reserves the right to eliminate the quantities involved in the construction on all four of the ramps at the Three-Mile Canyon Interchange. At such time as the Army can make definite commitments, we will be able to go ahead with the construction and have the benefit of having unit bid prices established by the successful contractor. This has been discussed informally with your Mr. Doc.

Your concurrence in this procedure is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Att.
cc: R. L. Foster
L. P. Shav
F. D. Morgan
C. H. Maison
I. Merchant

RECEIVED
DEC 5 1963
FOR [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 29, 1963

NOTED
REPORTER

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re: Willow Creek-Airport Road Sec.
I-80N-5(11)147
Cont. No. DA-45-164-CIVENG-61-103

Dear Sir:

I forward herewith, a communication from the District Engineer, U. S. Engineers, Walla Walla, in which we are advised that previous commitments with regard to payment for the westbound ramps at the Three-Mile Canyon Interchange has been withdrawn. They state that they are presently without authority to make such commitment but expect to be vested with this authority at a not too distant date.

You will perhaps recall that at one time, your office suggested that we build the necessary structures for the interchange but defer the ramp construction until later. As you know, these ramps are included in the subject-named project which is currently listed for bid opening December 17th.

In view of the foregoing, we are advising planholders on this project that the state reserves the right to eliminate the quantities involved in the construction on all four of the ramps at the Three-Mile Canyon Interchange. At such time as the Army can make definite commitments, we will be able to go ahead with the construction and have the benefit of having unit bid prices established by the successful contractor. This has been discussed informally with your Mr. Dec.

Your concurrence in this procedure is requested.

12-2-63

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RECEIVED
DEC 2 1963
OFFICE ENGINEERING
DIVISION

Att.
cc: R. L. Pooter
L. P. Shaw
F. D. Morgan
C. H. Maison
I. Merchant

CC approved Letter 12-3-63

RECEIVED
DEC 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWEN-RL

26 November 1963

Re: Contract No. DA-45-164-CIVENG-61-103

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

I refer to my letter of 18 November 1963, in which I approved for advertisement the plans and specifications on the proposed construction of Interstate Highway 80N between Willow Creek and Airport Road. My letter provided that the Corps would contribute approximately $48,500 for the construction of the westbound ramps at the proposed Three-Mile Canyon interchange.

I find that the approval of our higher authority for such construction has not been obtained and further that the above-referenced contract does not include within its limits the Three-Mile Canyon area; consequently, we are unable at this time to contribute for the interchange ramps. This matter has been discussed with Messrs. Young and Barbee of your office, and it is our understanding that the construction of the ramps will be deleted from your proposed contract.

As soon as the supplemental agreement has been made in Contract No. DA-45-164-CIVENG-61-103 and authority secured for this work, we will be happy to complete the arrangements for our contribution. I regret the misunderstanding which occurred in this matter.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

RECEIVED
NOV 29 1963
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

REVISED

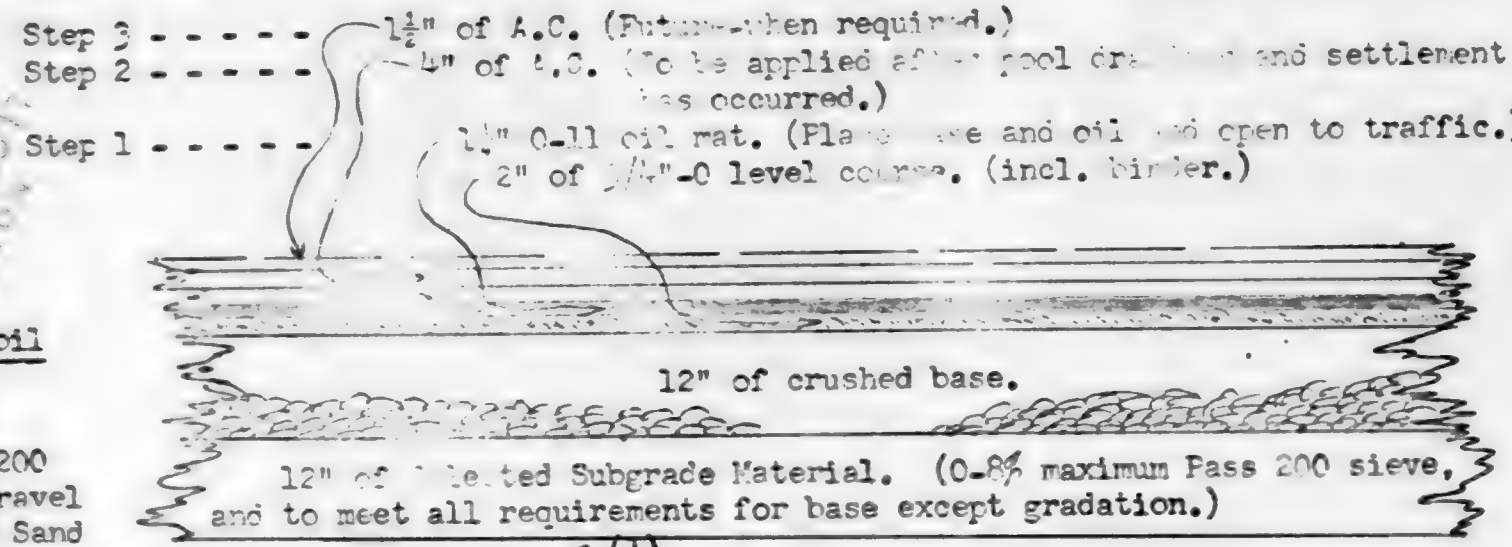
REVISED

Section WILLOW CREEK — Highway COLUMBIA RIVER (FA 1) — County GILLIAM

Res. Engr. — Approx. Length of Project 2.0± Miles. — C of E 49+74 CSHS Sta. =557+50 — to Sta. = 611+50 132+34

Frost Penetration - 14"-18"

TYPICAL SECTIONS Traffic Classif. - VERY HEAVY


Step 3 - - - - - 1½" of A.C. (Future - when required.)
Step 2 - - - - - 4" of A.C. (To be applied after pool drainage and settlement has occurred.)
Step 1 - - - - - 1½" O-11 oil mat. (Plant mix and oil and open to traffic.)
2" of ¾"-0 level course. (incl. binder.)
12" of crushed base.
12" of selected Subgrade Material. (0-8% maximum Pass 200 sieve, and to meet all requirements for base except gradation.)
(1)
Clayey Silt

(1) Typical Soil

69	LL
35	PI
88	% P200
0	% Gravel
1	% C Sand
11	% F Sand
59	% Silt
29	% Clay
10	"R" Value (Corrected)

AASHO CLASSIF. - A-7-5 (20)

Under-state	Required Base & Wear		Designed Base & Wear		
	Crushed	Not Crushed	Existing Surf. Allow.	New Work	
				1¼	O-11
				2	Level
				12	Cr Base
				12	SSM
27				27¼	PRESENT
			Future	5½	AC
				32-3/4	FUTURE

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Submitted by [signature] Staff Assistant

Recommended by [signature] Asst. Construction Engineer

Recommended by _____ Engineer of Materials

Approved by _____ Deputy State Highway Engineer

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer
R.P.R.
Asst.

RECEIVED DEC 10 1963 FOR FILING

6

PAVEMENT TYPE SELECTION

WILLOW CREEK SECTION
COLUMBIA RIVER HWY
GILLIAM COUNTY
PREFIX 611-1455

Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY Present ADT 3000 1975 ADT 6900 % Heavy Vehicles 15
   (NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration 14"-18" Precipitation Annual 8"±

4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not appropriate

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4 and 6, an A.C. wearing surface has been selected.
A.C. wearing surface was designated in the 104 (b) 5 Needs Study.

RECEIVED
DEC 9 - 1963
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

November 26, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

08-35.2DA

A. W. Parsons, Division Engineer
Salem, Oregon

By: C. R. Brooks
District Engineer

Oregon Project I-80N-5(11)147
Willow Creek - Airport Road Section
Grading, Paving and Structures

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary rights-of-way or rights-of-entry have been acquired, with relocation advisory assistance unnecessary, as indicated in Mr. Wright's November 18, 1963 letter, except for one parcel on which negotiations are in progress with the expectation that this parcel will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, including access rights which may be in court action. In addition, it is our understanding that you will investigate further as to whether obtaining power site withdrawal parcels subject to the provisions of section 24 of the Federal Power Act would require you to relocate or reconstruct the present improvement at your own expense to avoid interference with any power developments not currently underway.

For the prestressing reinforcement on the 3 Mile Canyon Interchange structures, the use of 1/2" diameter, 7-wire strands with ultimate stress of 270 k.s.i. is approved for this project.

This approval is subject to revising the special provisions to cover the 1/2" diameter, 270 K prestressing strands called for on the design plans.

The pavement type selection for the project is accepted on the basis of documentation including your August 8, 1963 "Project Base Design" sheet and attachment therewith as well as Mr. Coulter's June 11, 1963 inter-department correspondence covering

original To Young 12-9-63 with attach.

NOTED
LLOYD P. SHAW

justification for the 4-inch overlay of the existing roadway. However, this acceptance should not be construed as an agreement establishing eligibility of the future 1-1/2" asphaltic concrete surface for Federal participation.

The use of the December, 1963, Supplemental Standard Specifications for Metal Pipe Materials for Culvert, Siphons and Underdrains is approved for this specific project.

Your November 20, 1963 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

Attachment

RECEIVED
DEC 2 - 1963
FOR FILING
ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

18 November 1963

In Reply Refer to: Contract No. DA-45-164-CIVENG-61-103

Mr. Torbert Cooper
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

I refer to my letter of 10 November 1960, in which I approved for advertisement the plans and specifications on the proposed construction of Interstate Highway 80N between Willow Creek and Airport Road. My letter provided that the Corps would contribute approximately $40,500 for the construction of the westbound ramps at the proposed Three-Mile Canyon interchange.

I find that the approval of our higher authority for such construction has not been obtained and further that the above-referenced contract does not include within its limits the Three-Mile Canyon area; consequently, we are unable at this time to contribute for the interchange ramps. This matter has been discussed with Messrs. Young and Barbee of your office, and it is our understanding that the construction of the ramps will be deleted from your proposed contract.

As soon as the supplemental agreement has been made in Contract No. DA-45-164-CIVENG-61-103 and authority secured for this work, we will be happy to complete the arrangements for our contribution. I regret the misunderstanding which occurred in this matter.

Sincerely yours,

C. H. [illegible]
Colonel, CE
Contracting Officer

original To Young
11-29-63

RECEIVED
NOV 21 1963
FOR FILING
ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWEN-RL

18 November 1963

Re: Contract No. DA-45-164-CIVENG-61-103

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

Reference is made to your letter of 15 November 1963 which transmitted the proposed plans, specifications, and cost estimates for the construction of Interstate Highway 80N from Willow Creek to Airport Road. You have previously received a commitment from this office to the effect that the John Day Lock and Dam project would contribute the cost of the westbound on and off ramps at Three-Mile Canyon to provide access to the John Day Reservoir.

I have approved the portion of the plans which apply to this construction, and also wish to advise that the proposed estimated contribution for these ramps in the amount of $48,454 is acceptable. We will also accept your proposal that the project obligation for the preliminary design and engineering, and construction supervision and inspection costs amounting to 2½ percent of the total of such costs for this work will be assumed by the project.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
District Engineer

RECEIVED
NOV 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

copies To Young
Morgan
11-21-63

RECEIVED
NOV 21 1963
FOR FILING

COMMISSIONERS
GLENN [illegible], CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERRY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 18, 1963

Right of Way Status
Willow Creek-Airport Road
Section
Grading, Paving, Structures,
and Signing

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Dear Sir:

One file remains outstanding on this project:

File No. 29769 - XXX

This parcel is part of a Federal Power Commission withdrawal. We have been advised by telegraph that the matter is before the Power Commission for early action and we anticipate no difficulty in clearing the project on or before the date of bid opening.

No relocations have been required.

All lands required for construction of this project will be delivered to the contractor on the letting date unencumbered and available for immediate use and occupancy.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SL
cc: Lloyd P. Shaw
L. H. Young
L. I. Lindas
C. H. Maison

NOTED
LLOYD P. SHAW

RECEIVED
NOV 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 19 1963
FOR FILING

6372

November 15, 1963

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Reference is made to the proposed construction by the Oregon State Highway Department of the Willow Creek-Airport Road Section of Interstate Highway 80-N in which you share obligation in the Three Mile Canyon Interchange.

By authority of your letter of 1 July 1963 you agree to pay the costs for the westbound on and off legs of this interchange. The costs for this project are allocated as follows:

Total Contract incl. 12-1/2% Engineering & Contingencies		$2,171,040.98
Corps of Engineers Obligation:		
Westbound on and off legs of Three Mile Canyon Interchange	$48,454.00	
Total Corps of Engineers Obligation		$ 48,454.00
Total Oregon State Highway Department Obligation		$2,122,586.98

Enclosed you will find the original drawings of the contract plans, specifications and detailed estimates for the project with a breakdown of the obligation for the Corps of Engineers.

The Corps' share of design costs and construction supervision will be prorated based on the obligations. The percentage will be 2.5%. Billing to the Corps of Engineers will be made when design and construction are complete.

We request that you approve the contract drawings and the obligation for the Corps of Engineers as stated in this letter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

DLT:bjm
encl.

cc: F. D. Morgan
Forrest Cooper
Lloyd P. Shaw

RECEIVED
NOV 12 1963
FILING
6372

SHERMAN COUNTY

MORO, OREGON

November 6, 1963

VERNON I. MILLER, COUNTY JUDGE
[illegible], COUNTY COMMISSIONER
L. E. KAESBERG, COUNTY COMMISSIONER
Luther W. Davis, Commissioner

RECEIVED
NOV 7 1963
ENGINEER
COUNTY & CITY DIVISION

Army Engineers
Pittock Building
Portland, Oregon

Attention: Mr. Cliff Walstrom

Dear Sirs:

I am writing to confirm our telephone conversation of yesterday regarding the removal of material from the area north of the new highway in the vicinity of the old townsite of Biggs, Oregon. The Court and the people of this area are very much opposed to removing any material from this area because it is the only place in the county that we have access to the River, where there is any possibility of any industrial development. The Sherman County Court with the support of the Sherman County Club negotiated with the State Highway Commission for a considerable period of time regarding the alignment of the new highway in this area in order to preserve as much space as possible.

I would like to quote from a letter which the Court wrote to the State Highway Department regarding the preservation of that area on February 14, 1961:

> We feel that it is of paramount importance to the people of Sherman County, that access to the River inthis area be maintained when the new Interstate Highway 80 N is built. Our entire Northern boundary is the Columbia River, yet there will be only one other point of access to the River, namely Rufus. We feel that it is very important that access to the River be maintained in the Biggs area because it is at the junction of Highway 97 and Interstate 80 N, both important highways, and it is the most feasible point to build barge loading facilities for loading

NOTED
LLOYD P. SHAW

SHERMAN COUNTY

MORO, OREGON

VERNON I. MILLER, COUNTY JUDGE
LESTER WILSON, COUNTY COMMISSIONER
L. E. KASEBERG, COUNTY COMMISSIONER

grain from this County for down river shipment. We feel that it has considerable potential as a small roadside park area because of its stragetic location, at the junction of two important highways and at one end of an interstate bridge across the Columbia River. The area would also provide a place for local people to launch their pleasure boats, picnic, and could also provide a small beach for swimming.

Trusting that we have made our position clear and that you will cooperate with us in this very important matter, we remain,

Sincerely yours,

SHERMAN COUNTY COURT

Vernon I. Miller
County Judge

cc: H. S. Cox, State Highway Department

VIM:ceh

Copy to Soling 11-7-63
Shaw

LLOYD P. SHAW
NOTED

RECEIVED
NOV 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 12 1963
FOR FILING

FORM E-30 50M 8-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1963

To: MEMO TO THE FILE

SUBJECT: Threemile Canyon Interchange
Heppner Junction-Airport Road
Columbia River Highway

Mr. S. H. Mallicoat called me at 8:50 a. m. this date. He informed me that he had been in conference with the Boeing administrators and engineers and that Boeing was willing to live with the underpass arrangement which has been approved by the State and Bureau of Public Roads; provided that Boeing can have access through the Corps of Engineers' recreational area to the interchange; and further, that the roadways provided be constructed to normal highway strength. The reason for this last requirement, according to Mr. Mallicoat, is that Boeing contemplates hauling high density loads through this area.

Mr. Mallicoat further stated that as a matter of protection for the State's title to the industrial area between the railroad and the river, he would write a letter to the Corps stating that the lack of an overpass might influence development of the area at some future date. He requested that I contact the Corps of Engineers explaining Boeing's needs in regard to road construction and access matters. This, I agreed to do.

Mr. Mallicoat also asked that the meeting scheduled for November 7, with the Corps of Engineers and himself, be cancelled.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc The District Engineer, Corps of Engineers
Attention: Curt Hansens

D. J. Barbee

RECEIVED
NOV 12 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 5, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Threemile Canyon Interchange
Willow Creek-Airport Road
Section
Interstate 80N

Dear Sir:

Your letter of October 11 regarding the subject interchange has been received. The Corps of Engineers was contacted to determine when the recreational area would be developed. By letter dated October 21, three copies of which are enclosed, we have learned construction is to be started during the fiscal year 1966, with completion in fiscal year 1967.

Due to the nearness of the construction date for this area, it would seem wise to construct the subject interchange in its entirety rather than a portion now and the remainder later at greater cost and disruption of the facility.

We respectfully request your approval to construct the entire interchange with this section of highway.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
LLOYD P. SHAW

Lloyd P. Shaw
Assistant State Highway Engineer

NOTED
LLOYD P. SHAW

APPROVED DATE 11-6-63
A. W. Parsons, Division Engineer
Oregon Div., Bureau of Public Roads
By J. L. Brooks Title District Engr.

Enclosures

RECEIVED
NOV 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWEN-PP

21 October 1963

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Center and Capitol Streets
Salem 10, Oregon

Dear Mr. Cooper:

Reference is made to a letter from Mr. Donald L. Trout, dated 11 October 1963, and to our letter dated 24 July 1963, which was in reply to a telephone request from Mr. Olsen for information on the type of development and anticipated annual visitor use at the Willow Creek public access site.

The development cited in the above-referenced letter is scheduled to be started during Fiscal Year 1966, with completion in Fiscal Year 1967.

We hope this will serve as formal assurance as to the Corps of Engineers' recreational development program at the Willow Creek site.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
District Engineer

NOTED
LLOYD P. SHAW

By Construction Engineer

CONSTRUCTION DIVISION
RECEIVED
OCT 28 1963

Olson NOTED
DON TROUT

RECEIVED
OCT 24 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CO-121 (9-22-59)
(PRES. BY A.O. 208-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: October 11, 1963

FROM : A. W. Parsons
08-35.4DA Division Engineer
Salem, Oregon

SUBJECT: Oregon I-80N-5(-)143
Heppner Junction-Boardman Section

Your letter dated August 9 requested the approval of an interchange located at Three Mile Canyon on the subject section of I-80N. This interchange was not included in the 104-b-5 estimate, therefore, your request and supporting data were forwarded to our Regional office for further consideration.

This interchange is approved with the understanding that only those portions of the interchange will be provided initially that cannot feasibly be deferred until the recreational area is developed.

CONSTRUCTION DIVISION
RECEIVED
OCT 17 1963

NOTED
LLOYD P. SHAW

RECEIVED
OCT 18 1963
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 11, 1963

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Reference is made to the proposed Three Mile Canyon Interchange on the Willow Creek-Airport Road Section of Interstate Highway 80-N.

The Bureau of Public Roads has approved this interchange with the understanding that the recreational area that this interchange is to serve will be constructed in the near future.

We request formal assurance from you that this recreational area will be developed and an approximate date of this development.

Transmitted herewith three prints of the proposed interchange layout sheet and three prints of a portion of our right of way map showing right of way requirements in this area.

Very truly yours,

F. D. Morgan
Construction Engineer

By Donald L. Trout
Donald L. Trout
Rural Engineer

Enc.
DLT:fp
cc Lloyd Shaw

OCT 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 4 1963

FOR FILING

I JUN-3 '64
637

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1963

SUBJECT:

To: Mr. R. L. Porter
Deputy State Highway Engineer

Referred to Shaw
Do you agree?

L

The Willow Creek - Airport Road Section, Columbia River Highway, has been worked up with cut slopes of ½:1 with 15' fallout, Station 862+50 to 881+75 Rt. and Lt.

The Burlington - W. Portland City Limits Section, Columbia River Highway, has been worked up with cut slopes of ½:1 with no fallout, Stations 403 - 404 Rt., 435+50 - 445 Rt., 449 - 456 Rt. and 458 - 475 Rt.

Frank L. Hall
Chief Designer

cc L. H. Young
D. J. Barbee

11-6 D. J. Barbee rec'd, Hz item - he will check and advise.

Asked Barbee to thoroughly check this, particularly for Burlington — Fallbird Ext.
Shaw 12-1-63

STATE HIGHWAY ENGINEER

RECEIVED
AUG 9 - 1963
FOR FILING
F 10N 5(11)147
16372

August 9, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Threemile Canyon Interchange
Heppner Junction-Boardman Section
Columbia River Highway

Dear Sir:

Attached are three copies each of the following data on the subject interchange:

Two letters from the Corps of Engineers to the Highway Department.

One sketch showing the proposed industrial park.

One preliminary layout sheet of the proposed interchange.

These copies are sent for your use in obtaining approval for this additional point of access to Interstate Highway 80N which appears to be a necessary addition to the system, and we urge your approval.

When a decision has been reached, please notify us so that the original layout sheet may be forwarded to your office for signature.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

Attachments

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 1, 1963

SUBJECT: Three Mile Canyon Interchange
Heppner Junction-Airport Road
Columbia River Highway
Morrow County

To:

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
Building

Enclosed is a copy of a preliminary design for the subject interchange based on use of Three Mile Canyon to carry the interchange traffic under the proposed freeway. Also enclosed are two letters from the Corps of Engineers in regard to their anticipated use of the waterfront area from Willow Creek to the Space Age Industrial Park.

This proposed interchange would serve their purposes well and would allow for light vehicular traffic movement from the westerly portion of the Space Age site to their area south of the freeway. It would not allow for the extreme size which is provided for at the Airport Road Interchange which serves the easterly portion of the Space Age site. The oversize loads could only be handled by an overpass such as shown on the Waterfront Plan prepared by CH2M (copy of their sketch map enclosed). The proximity of the railroad would require an overpass to go over both the freeway and railroad.

Since we understand that no commitment can be obtained as to the Space Age site plan, we presume that it would not be possible to go to that extent and include such a structure as part of the interchange.

The enclosed data from the Corps of Engineers would appear to justify construction of an interchange in this area and if you concur in our design it would be appropriate to request Bureau of Public Roads approval of this added interchange.

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Assistant Construction Engineer

ADO:jp
Attach

RECEIVED
AUG 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

interchg. to go to B.P.R. for approval 8-5-63

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

SHAW
MCNARY

NPWEN-PP

26 July 1963

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Center and Capitol Streets
Salem 10, Oregon

CONSTRUCTION DIVISION
RECEIVED
JUL 29 1963

Dear Mr. Cooper:

Reference is made to telephone call from Mr. Olsen on 9 July 1963 regarding the multiple-use interchange along Interstate Highway 80N near Three Mile Canyon, John Day Lock and Dam project.

Information requested by Mr. Olsen concerning the type of development and the anticipated annual visitor use of the Willow Creek public access site follows:

a. Development will consist of access roads, parking areas, boat launching ramp, boat landing docks, water skiing docks, water supply, sanitary facilities, picnicking facilities, camping facilities, and swimming beach.

b. The above facilities will be provided as needed to accommodate the visitor use which develops. Projections of visitor use based on eastern Oregon population growth continuing at the present rate, on ready access from Interstate Highway 80N, attractiveness of the site, and availability of other recreational developments related to the zone of influence of the John Day Reservoir are as follows: 60,000 at the end of first three years the project is in operation, and 275,000 annually at the end of the expected project life of 100 years. However, population growth resulting from developments on the State's space age park could increase this visitor use considerably.

REFERRED TO
Olson

Sincerely yours,

E. C. Franzen

E. C. FRANZEN
Acting District Engineer

PLEASE RETURN TO
LLOYD P. SHAW

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWEN-RE

1 July 1963

Re: John Day Project, Access to Reservoir

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

Dear Mr. Cooper:

In preparing the plans for the relocation of highways adjacent to a reservoir, such as will be formed by the John Day Project, access both for operational and public use must be considered. One of the areas in Oregon which is most favorable for public use is approximately two miles long and located between Willow Creek and the Boardman Space Age Industrial Site west of Boardman. Public access to this area may be developed by one of two different methods. The first method would be for traffic on Interstate Highway 80N to leave the highway at Heppner Junction and travel approximately three miles south, then follow the existing Heppner Highway (State Route 74) along the east bank of Willow Creek, and then along an extension of this road passing under the highway and the Union Pacific Railroad where they cross Willow Creek. The second method would permit traffic to go directly from the highway into the area by an interchange or portion of an interchange near Three-Mile Canyon.

A meeting was held in the office of Mr. Sam Mallicoat, State Planning Director, in Portland, Oregon, on 8 May 1963 and attended by Messrs. Shaw and Barbee of your office. At that time the possibility of access from Highway 80N in the vicinity of Three-Mile Canyon was discussed.

You are advised that this office will contribute the construction costs of off-and-on ramps from the westbound lanes of the proposed Interstate Highway in the vicinity of Three-Mile Canyon and the costs to construct a road across the Union Pacific Railroad track and westerly into the public use area. We believe that these ramps should be situated

NPWEN-RE 1 July 1963
Mr. Forrest Cooper

so as to be integral with the overpass structure proposed in the development plans of the Boeing Company or any other user of the Industrial Site.

We would, however, be pleased to have your comments regarding proposed developments in this area and your opinion concerning the construction of the ramps on the westbound lanes.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
District Engineer

RECEIVED
JUL 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL - 3 1963
OREGON
STATE HIGHWAY COMMISSION

STUDY AREA LIMIT

COLUMBIA

FLOW

257

258

WASHINGTON

OREGON

SPECIAL FUELS TANK FARM FOR WEST AREA

SPECIAL FUELS MOORAGE

GENERAL DOCK WEST AREA

WATER INTAKE AND PUMPING STATION

GENERAL DOC EAST AR

SHO

GENERAL

DOCK & F

DOCK SUPPORT AREA

HIGH WATER LINE

FUEL TRANSFER RACKS

U.P.R.R. RELOCATION

U.S. HWY. 30 RELOCATION

OVERPASS

SEWAGE AND INDUSTRIAL WASTE TREATMENT

SIXMILE CANYON

THREEMILE CANYON

EXISTING TOPOGRAPHY AND SCHEDULED RELOCATIONS

BLACK PROPOSED WATERFRONT PLAN

SHOAL WATER, 15' DEPTH AT LOW WATER OR LESS

RIVER BELOW CONTOUR 240 FEET

FIGURE 2

BOARDMAN SPACE AGE INDUSTRIAL PARK

WATER FRONT PLAN

STUDY AREA LIMIT

COLUMBIA RIVER

FLOW

WASHINGTON

OREGON

257

258

259

AL FUELS TANK FARM
FOR WEST AREA

SPECIAL FUELS MOORAGE

GENERAL DOCK WEST AREA

200

350

DOCK

SUPPORT AREA

ANSFER RACKS

HIGH WATER LINE

U.P.R.R. RELOCATION

U.S. HWY. 30 RELOCATION

OVERPASS

21 22
28 27

WATER INTAKE AND PUMPING STATION

GENERAL DOCK EAST AREA

BARGE FI

SHOAL WATER

GENERAL DOCK & FIT-UP SUPPORT AREA

SEWAGE AND INDUSTRIAL WASTE TREATMENT

SIX MILE CANYON

EXISTING TOPOGRAPHY AND SCHEDULED RELOCATIONS

BLACK PROPOSED WATERFRONT PLAN

SHOAL WATER, 15' DEPTH AT LOW WATER OR LESS

RIVER BELOW CONTOUR 240 FEET

2

CE AGE
PARK
PLAN

4-6611 Astoria Ferry Landings, Replace 1963 Piles & Pile Dolphins at Astoria & Megler

#6373

RECEIVED
APR 15 1964
FOR FILING

April 15, 1964

Federal Insurance Co.,
Bonding Department
417 Norton Bldg.,
Seattle 4, Washington

Gentlemen:

On February 20, 1964, we wrote to you concerning release of final payment on contract #6373, awarded to General Const. Co., for repair of ferry landings on the Astoria Ferry, Oregon Coast Highway, in Clatsop County.

Final payment on this contract is $30,947.50 and the total contract amount is $30,947.50. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
C. A. Tomassene & Sons
1002 Cascade Bldg.,
Portland 4, Oregon

cc: General Const. Co.,
4850 NW Front Avenue
Portland, Oregon

cc: C. H. Maisen
Attn.: John Herr

RECEIVED
APR 14 1964
For filing

April 14, 1964

United States Salvage Assoc., Inc.
233 Sansome Street
San Francisco 4, California

Attention: Mr. E. R. Rovig
Resident Surveyor

Gentlemen:

In your letter of March 31 to Mr. R. M. Smith at Astoria, you requested information on five points concerning Contract No. 6373 awarded to General Construction Company for ferry landing repairs at Astoria. The information is as follows:

(1) Project was advertised in Daily Journal of Commerce, Portland, on Nov. 26 and 29, and Dec. 2 and 9, 1963. Specifications mailed to General Construction Company December 11, 1963.

(2) Bids received December 17, 1963. Awarded to General Construction Company on December 18, 1963.

(3) Bids received:

General Construction Co.	$ 28,880.00
Palmberg Construction Co.	29,375.00
Willamette Tug & Barge	34,966.75

(4) Repairs commenced: January 13, 1964

(5) Repairs completed: February 12, 1964
Project accepted: February 19, 1964

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn
cc R. D. Asburry
Attn: G. W. Wimer

R. M. Smith - Astoria

UNITED STATES SALVAGE ASSOCIATION, INC.

EXECUTIVE OFFICE
99 JOHN ST., N. Y.

233 SANSOME STREET

SAN FRANCISCO 4, CALIF.

CABLE ADDRESS:
UNISALVAGE
SAN FRANCISCO

PORTLAND OFFICE
[redacted]
PORTLAND 4, OREGON

BUILDERS EXCHANGE BLDG.

MARCH 31, 1964

MR. R. M. SMITH
OREGON STATE HIGHWAY DEPARTMENT
FERRY SLIP
ASTORIA, OREGON

RECEIVED
APR 1 - 1964
ASTORIA-MEGLER FERRY

DEAR MR. SMITH: RE: DOLPHINS, FERRY SLIP
STRUCK BY "M.R. CHESSMAN"
NOVEMBER 29, 1963

IN ORDER TO COMPLETE OUR SURVEY REPORT ON THE SUBJECT CASE, WILL YOU KINDLY FORWARD THE FOLLOWING INFORMATION TO THIS OFFICE:

1. DATE THE SPECIFICATIONS WERE MAILED OUT-
2. DATE THE BIDS WERE OPENED-
3. BIDS RECEIVED:
   GENERAL CONSTRUCTION-
   PALMBERG " -
   WILLAMETTE TUG AND BARGE CO.-
4. REPAIRS COMMENCED- Jan. 13, 1964 Crane arrived @ 9:00 A.M.
5- REPAIRS COMPLETED- Feb. 12, 1964 Project completed

VERY TRULY YOURS,

E.R. Rovig

ERR:C

E.R. ROVIG,
RESIDENT SURVEYOR

RECEIVED
FEB 20 1964
FOR FILING

6373

February 19, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed February 12, 1964, on Contract No. 6373. The contract was with General Construction Company for repairs to ferry landings at Astoria on the Oregon Coast Highway in Clatsop County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 19, 1964, and that you concur in this procedure at the Commission meeting on March 12.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan D. Merchant
L. H. Young
C. H. Maison

PMS:bbc

RECEIVED
FEB 10 1964
FOR FILING

Cross Referenced to:
a dm
U.S. Unit
Mary

97310

February 5, 1964

Captain E. V. Carlson
U.S. Coast Guard
Chief, Operations Division
13th Coast Guard District
610 Second Avenue
Seattle 4, Washington

Dear Sir:

The Astoria Ferry Terminal Light, your number 1022.6, has been remounted on a 44-pile dolphin on the river end of a series of dolphins on the down-stream side of the Astoria ferry slip. The light is identical in every characteristic, including location, that existed before it was knocked down December 1 except the light is now 27½ feet above zero tide.

Your local office at Tongue Point was notified of this reinstallation. This letter is primarily intended to follow up my letter of December 23 to you on this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

GWW:jc:sw

bc: Forrest Cooper
R. L. Porter
I. A. DeFrance
R. D. Asburry
R. M. Smith

RECEIVED
JAN 22 1964
FORM E-20X 20M 3-63 49008
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1964

SUBJECT:

To: Mr. D.B. Parkes
Office Engineering

General Construction Company started work on Contract 6373, Repairs to Astoria Ferry Landing on the Oregon Coast Highway, Clatsop County on January 13, 1964.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc Floyd Query

NOTED
FLOYD QUERY

RECEIVED
DEC 24 1963
FOR FILING

Cross Referenced To:
alum
U.S. Dist 7
Dawson

December 23, 1963

1809

Captain E. V. Carlson
U.S. Coast Guard
Chief, Operations Division
13th Coast Guard District
610 Second Avenue
Seattle 4, Washington

Dear Sir:

The Astoria ferry terminal light, your No. 1022.6, was mounted on a 40-pile dolphin at the river end of a series of dolphins on the downstream side of the Astoria ferry slip. This dolphin was broken off and floated free Sunday, December 1.

Our Contract No. 7067, on which bids were received December 17, calls for re-establishment of this dolphin on or before February 15, 1964. State forces will re-establish the light the same day the dolphin installation is completed. It will be the same color and as near the same height and position as existed previously, as practical. Your local office will be notified immediately upon its reinstallation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
I. A. DeFrance
R. D. Asburry
R. M. Smith

GWW:jc jw

UNITED STATES COAST GUARD

ADDRESS REPLY TO:
COMMANDER
13TH COAST GUARD DISTRICT
618 SECOND AVENUE
SEATTLE 4, WASH.

REFERRED TO
Edwards
BY DEPUTY STATE HIGHWAY ENGR

H2/135
Ser. oan-1595

DEC 4 1963

REFERRED TO
[illegible]
BY SECRETARY

Oregon State Highway Department
Oregon State Highway Building
Salem, Oregon

Gentlemen:

We have received information indicating that your privately maintained aid to navigation known as Astoria Ferry Terminal Light, Light List number 1022.6, has been destroyed.

Information is desired as to whether or not you will re-establish this light so appropriate action can be initiated by this office.

Sincerely yours

E. W. CARLSON
Captain, U. S. Coast Guard
Chief, Operations Division
By direction of the District Commander

Hunter

RECEIVED
DEC 5 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC - 5 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 18 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6373

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
December 18, 1963

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

General Const. Co.,
P. O. Box 3845
Seattle 24
Washington

Gentlemen:

The State Highway Commission on December 18, 1963, awarded to you State Highway Contract No. 6373 for the following project:

Astoria Ferry Landings Project in Clatsop County.

This award was based on your low bid of $28,880.00 which was submitted to the Commission on December 17, 1963, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
DEC 6 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 4, 1963

SUBJECT:

To:
Mr. Tom Edwards
Assistant State Highway Engineer
D e p a r t m e n t

You recently instructed that measurements be taken at Megler, Washington, to determine the distance between the dolphin on the river end of the ferry slip and the upstream shore line when measured at 90° to the ferry slip wingwall. Attached is a sketch showing this information. It was found to be 522 feet.

The original of this drawing is being forwarded to State Bridge Superintendent Horton Hughlett for inclusion in his permanent files.

R. D. Asburry
Division Engineer

By: Gerald W. Wimer
Assistant Division Engineer

GWW:jc
Enc.
cc: Mr. Horton Hughlett
Mr. R. M. Smith

NOTED
TOM EDWARDS

RECEIVED
DEC 5 1963
OFFICE OF
STATE HIGHWAY ENGINEER

S-494(2) Jefferson Co. Rds., FAS 547 & 660 in vicinity of Culver (Stone base & Oiling) 1963

#6374

C&A
2661

OREGON STATE HIGHWAY DEPARTMENT

FORM A-190 (3-64)

...GHWAY DEPARTMENT INVOICE

NO. 86209

DATE	BILLING REQ. NO.	YOUR ORDER NO.
11-1-65	00 979	

CREDIT DISTRIBUTION

510-1037-297

Jefferson County
Courthouse
Madras, Oregon
Att: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Jefferson County Roads Oiling, FAS #517 and #660. Covered by agreement dated November 22, 1963.			
County advance deposit		19,500.00	
Less amount previously transferred		11,500.00	
			8,000.00
County share construction cost		16,938.43	
Less amount previously transferred		11,500.00	
			5,438.43
To be Refunded			2,561.57

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $_____

By _____

RECEIVED
NOV 17 1965
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
JUN 29 1964
FOR FILING

June 26, 1964

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, OREgon

Gentlemen:

On June 4, 1964, we wrote to you concerning release of final payment on contract #6374, awarded to Babler Bros. Inc., for stone base-oiling county roads FAS Routes 547 & 660 in Jefferson County.

Final payment on this contract is $4,306.40 and the total contract amount is $89,770.80, including $194.84 for work performed under forces account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Babler Bros. Inc.,
4617 SE Milwaukie Ave.,
Portland 2, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JUN 4 - 1964
FOR FILING

June 3, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed May 8 on Contract 6374 with Butler Bros., Inc. as the contractor. The contract was for stone base and oiling on the Jefferson County K ads Section, FAS Routes 547 and 660 in Jefferson County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective June 3, 1964, and that you concur in this procedure at the Commission meeting on July 14.

It is assumed that if you have no objections to this action, and you do not advise us to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
Acting State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: May 29, 1964
SECTION: Jefferson County Roads		SECTION PREFIX: 516-1037
HIGHWAY: F.A.S. 547 & F.A.S. 660		COUNTY: Jefferson
NAME OF JOB: Jefferson County Roads	KIND OF WORK: Stone Base & Oiling	
CONTRACTOR: Babler Bros., Inc.	CONTRACT NUMBER: 6374	FEDERAL AID PROJECT NUMBER: S-494(2) & S-107(3)
DATE OF CONTRACT: Dec. 23, 1963	DATE WORK STARTED: March 26, 1964	ESTIMATED COMPLETION DATE: Complete
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS: 80	WORK DAYS USED: 40
PROJECT AUTHORIZATION: $ 97,456.50	ENGINEERING AUTHORIZATION $ 6,930.24	PERCENT OF TIME ELAPSED: 50
EXCLUSIVE OF ENGINEERING: $ 90,526.26	ENGINEERING COST TO DATE $ 2,350.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 89,770.80	PERCENT OF AUTHORIZATION . . . . 34 %	100
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN . . . . . 01 %	DATE PROJECT WAS COMPLETED: May 8, 1964	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
				100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT		4.96		4.96	
MILES PARTIALLY COMPLETED		4.96		4.96	
MILES COMPLETED		4.96		4.96	
TOTAL ESTIMATED QUANTITIES (CONTRACT)		43,200 CY		2390CY 310T	
TOTAL QUANTITIES CORRECTED TO DATE		43,656		2470CY 322.62 T	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		43,656		2470CY 322.62 T	
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

NOTED
JOHN A. GIBBS

CONSTRUCTION DIVISION
RECEIVED
JUN 1 1964

NOTED: ☐ CE ☑ ACE ☐ ACE ☐ COE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

This project is complete.

Semifinal Estimate was submitted 5-27-64.

F I N A L R E P O R T

Took Willis Grafe and Gordon Brooks of B.P.R. over project Monday; also Division Engineer, Swift.

On Wednesday was over project with Judge Ramsey and Jefferson county roadmaster, Watt. All seemed well satisfied with project.

SIGNED R. H. Clark R. H. Clark

ADDRESS P.O. Box 1249 Res. Eng'r.
Bend

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
JAN 9 1964

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
FOR FILING/13	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO.		COUNTY: Jefferson
		PROJECT NO.: S-107(3)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. The Dalles-Calif. Hwy., W. 3 mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-26-63	3.000
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 54,961.00	$ 34,600.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd J. Shaw
ASST State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)
By: L. E. Bucklund, Administrative Mgr.

Date executed by Division Engineer January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: May 29, 1964
SECTION: Jefferson County Roads		SECTION PREFIX: 516-1037
HIGHWAY: F.A.S. 547 & F.A.S. 660		COUNTY: Jefferson
NAME OF JOB: Jefferson County Roads	KIND OF WORK: Stone Base & Oiling	
CONTRACTOR: Babler Bros., Inc.	CONTRACT NUMBER: 6374	FEDERAL AID PROJECT NUMBER: S-494(2) & S-107(3)
DATE OF CONTRACT: Dec. 23, 1963	DATE WORK STARTED: March 26, 1964	ESTIMATED COMPLETION DATE: Complete
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS: 80	WORK DAYS USED: 40
		PERCENT OF TIME ELAPSED: 50
PROJECT AUTHORIZATION: $ 97,456.50	ENGINEERING AUTHORIZATION $ 6,930.24	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
EXCLUSIVE OF ENGINEERING: $ 90,526.26	ENGINEERING COST TO DATE $ 2,350.00	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 89,770.80	PERCENT OF AUTHORIZATION . . . . 34 %	100
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN . . . . . 61 %	DATE PROJECT WAS COMPLETED: May 8, 1964	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
				100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT		4.96		4.96	
MILES PARTIALLY COMPLETED		4.96		4.96	
MILES COMPLETED		4.96		4.96	
TOTAL ESTIMATED QUANTITIES (CONTRACT)		43,200 CY		2390CY 310T	
TOTAL QUANTITIES CORRECTED TO DATE		43,656		2470CY 322.62 T	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		43,656		2470CY 322.62 T	
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUN 1 1964

NOTED: ☐ CE ☑ ACE ☐ ACE ☐ COE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

This project is complete.

Semifinal Estimate was submitted 5-27-64.

F I N A L R E P O R T

Took Willis Grafe and Gordon Brooks of B.P.R. over project Monday; also Division Engineer, Swift.

On Wednesday was over project with Judge Ramsey and Jefferson county roadmaster, Watt. All seemed well satisfied with project.

SIGNED R. H. Clark R. H. Clark

ADDRESS P.O. Box 1249 Res. Eng'r.
Bend

SEND ORIGINAL TO SALEM OFFICE. (BRIDGE SEND ORIGINAL AND COPY TO SALEM). ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
JAN 31 1964

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
FOR FILING/13

PROJECT REPORT NO.
4

FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Jefferson

PROJECT NO.: S-107(3)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. The Dalles-Calif. Hwy., W. 3 mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-26-63	3.000
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 54,961.00	$ 34,600.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd J. Stuart

Asst State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L. R. Buchlund, Administrative Mgr.

Date executed by Division Engineer: January 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

USCOMM-DC 20134-P62

Oregon State Highway Department

Federal Aid Secondary
Project No. S-107(3)

JUNIPER BUTTE SECTION (UNIT B) OF FAS-547

IN JEFFERSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1963

Type Code 3210
Roadway (Sta. 0+00 to Sta. 158+40)(Contract 6374)

Grid-rolled Cinders in Base	25,500 cu.yds.	$ 1.25	$ 1,875.00
Sprinkling	960 M-gal.	3.00	2,880.00
Preparation of Base	3.00 miles	300.00	900.00
3/4"-0 Material in Binder Course	290 cu.yds.	5.00	1,450.00
Furnishing and Placing Aggregates	1,040 cu.yds.	5.00	5,200.00
RC-250 Asphalt	65 tons	46.00	2,990.00
120-150 Asphalt	65 tons	43.00	2,795.00
RS-1 Asphalt	35 tons	45.00	1,575.00
			$49,665.00
Flagging (57½% of Contractor's Cost)	All Required		$ 300.00
	Subtotal		$49,965.00
	10% Engr. & Cont.		4,996.00
	Total		$54,961.00

Length of Roadway - - - - - - - - - - - - - - -3.000 miles
Cost of Roadway per Mile- - - - - - - - - - -$18,320.33

Federal Funds - - - - - - - - - - - - - -

RECEIVED
JAN 24 1964

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
JR FILING 1-115

FORM PR-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

STATE
Oregon

COUNTY
Jefferson

PROJECT NO.
S-494(2)

PROJECT REPORT NO.
4

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. 2.5 mi. N.W. Culver N.W. 4.5 mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-26-63	1.957
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 40,329.00	$ 25,400.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Shaw

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L. R. Bucklund, Administrative Mgr.

Date executed by Division Engineer January 21, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 20134-P62

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Reimbursement to the State for construction costs will be determined on the basis of the charges set forth in Section 4a of PPM 21-7(1) dated November 26, 1962, if there is an overrun in the contract time for performance.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-494(2)

COVE-FEATHER LAKE SECTION (UNIT A) OF FAS-660

IN JEFFERSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1963

Type Code 3210
Roadway (Sta. 0+01.75 to Sta. 103+32.62)(Contract 6174)

Grid-rolled Cinders in Base	17,700 cu.yds.	$ 1.25	$ 22,125.00
Sprinkling	660 M-gal.	3.00	1,980.00
Preparation of Base	1.96 miles	300.00	588.00
3/4"-0 Material in Binder Course	230 cu.yds.	5.00	1,150.00
Furnishing and Placing Aggregates	830 cu.yds.	5.00	4,150.00
MC-250 Asphalt	55 tons	46.00	2,530.00
120-150 Asphalt	55 tons	43.00	2,365.00
MS-1 Asphalt	35 tons	45.00	1,575.00
			$ 36,463.00
Flagging (57½% of Contractor's Cost)	All Required		$ 200.00
	Subtotal		$ 36,663.00
	10% Engr. & Cont.		3,666.00
	Total		$ 40,329.00

Length of Roadway - - - - - - - - - - - - - - - 1.957 miles
Cost of Roadway per Mile- - - - - - - - - - - $20,607.56

Federal Funds - - - - - - - - - - - - - - -

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
R. M. ALLISON

December 27, 1963

NOTED
DON HARWELL

Jefferson County Court
Courthouse
Madras, Oregon

NOTED
R. H. PRANGE

Gentlemen:

This is to acknowledge receipt of your advance deposit of $19,500 for the Jefferson County Roads Oiling on FAS 547 and 660. Contract No. 6374 has been awarded to Babler Brothers, Inc.

A copy of the contract and a set of plans are enclosed. If additional copies are required, please advise us and they will be forwarded immediately.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm
Encl.

NOTED
V. R. JONES

OREGON STATE HIGHWAY DEPARTMENT

NOTED
P. B. Arensmeier

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
12-23-63	CC 537		516-1037-097

NOTED
H. S. COX

NOTED
R. M. ALLISON

INVOICE NUMBER
80537

RECEIVED
DEC 24 1963
ENGINEER
COUNTY & CITY DIVISION

- Jefferson County
- Courthouse
- Madras, Oregon

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

NOTED
DON HARWELL

Att: County Court

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			19,500.00
Partial transfer of county's advance deposit for the Jefferson County Roads Oiling, FAS 547 and 660. Covered by agreement dated August 29,1963 and November 22, 1963.			11,500.00
To be retained			8,000.00

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $_____

By _____

NOTED
V. R. JONES

A 150 (REVISED 7-60)

NOTED
P. B. Arensmeier

NOTED
V. R. JONES

NOTED
H. S. COX

December 18, 1963

NOTED
DON HARWELL

Jefferson County Court
Courthouse
Madras, Oregon

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

Gentlemen:

On December 17, a satisfactory bid was received from Babler Bros. for construction of the Jefferson County Roads Oiling project on FAS 547 and 660. As per the agreement between the State and County, the following advance deposit is required from the County:

Bid Items	$86,128.00
Flagging	500.00
Engineering and Contingencies	10,828.50
TOTAL ESTIMATED COST	$97,456.50

County Advance Deposit:
20% of $97,456.50 = $19,491.30 or say $19,500.00

Please make this advance in the amount of $19,500 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:[redacted]

RECEIVED
FEB 24 1964
FOR FILING
6374

December 23, 1963

AGENDA
JAN 30 1964
30

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on December 18, 1963, accepted your proposal for stone base and oiling on the Jefferson County Roads, FAS Routes 547 and 660 in Jefferson County for the sum of $86,128.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6374.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
cc Pac. Bldr. & Engineer, Inc., Seattle, Wn.
Daily Journal of Commerce, Seattle, Wn.
Daily Journal of Commerce, Portland, Ore.

Frank Morgan
L. H. Young
R G. Savage (SIAC)

E. K.

RECEIVED
DEC 10 1963
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 161

Salem, Oregon
December 9, 1963

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

FAS-C Agreement
Juniper Butte & Cove Grade Sections
FAs 547 and 660
Jefferson County

Attached is a partially signed copy of FAS-C Agreement with Jefferson County covering the Juniper Butte & Cove Grade sections of FAS 547 and 660 in Jefferson County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Jefferson County.

Secretary

rn
Attach: 1

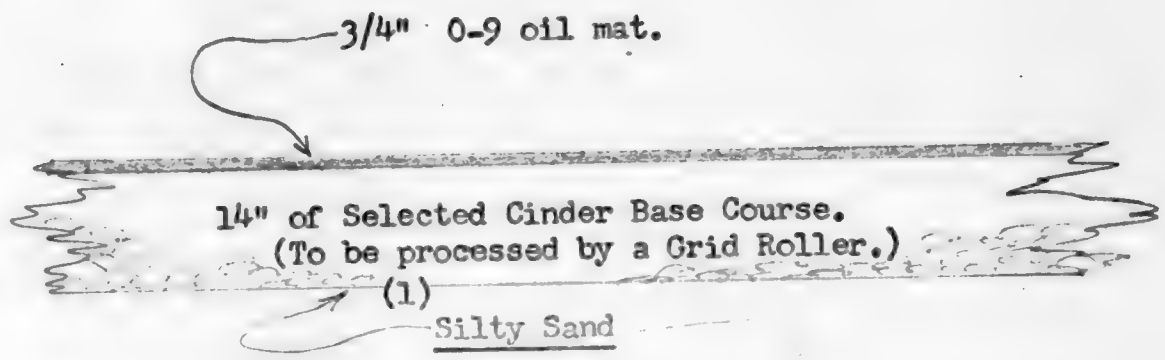
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

RECEIVED NOV 12 1963 FOR FILING

Section JUNIPER BUTTE (UNIT "B") Highway F.A.S. 547 County JEFFERSON Prefix

Res. Engr. Approx. Length of Project 3.0 Miles. Sta. 0+00 to Sta. 158+40 Date 10-18-63

Frost Penetration - 28"-*30" TYPICAL SECTIONS Traffic Classif. - MEDIUM



Required Base & Wear		Designed Base		
Crushed	Not Crushed	Ex. Surf. Allow.	New Work	
	•		3/4	0.)
			14	Base
14			14-3/4	

(1)
Typical Soil

27	LL
6	PI
82	% P10
44	% P200
18	% Gravel
7	% C Sand
31	% F Sand
33	% Silt
11	% Clay
17	"R" Value (Corrected)

AASHO CLASSIF. - A-4 (2)

*Note:
Surfacing thickness design is considered ample for the reported frost penetration.

NOTED
LLOYD P. SHAW

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

B.P.R.
cc Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

Submitted by J. W. Yarbrough Staff Assistant

Recommended by G. F. Decker Asst. Construction Engineer

Recommended by Engineer of Materials

Approved by ~~Deputy~~ State Highway Engineer

PAVEMENT TYPE SELECTION

JUNIPER BUTTE SECTION
F.A.S. 547
JEFFERSON COUNTY

Principal Factors Governing Selection

1. Traffic Classification: MEDIUM — Present ADT 200 — 1980 ADT 360 — % Heavy Vehicles 10
   (NOTE: Increase classification one step for heavy logging use)
2. Soils Characteristics: See design chart attached
3. Weather: Frost Penetration 28"-30" — Annual Precipitation 10"±
4. Performance of Similar Pavements in Area: Good X — Fair ____ — Poor ____
   Remarks: when constructed to present OSHD surfacing thickness standards
5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally oil
7. Stage Construction: No problem
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: No problem
10. Stimulation of Competition: Not appropriate
11. Construction Consideration: No problem
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: County prefers an 0-9 oil mat
13. Traffic Safety: No problem
14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an 0-9 oil mat has been selected.

NOTED
H. S. COX

MEMO TO J. W. NASH

Date: September 30, 1963

FAS 547, JEFFERSON COUNTY, JEFFERSON COUNTY ROADS, SURFACING & OILING UNIT 'A' (JUNIPER BUTTE SECTION)

TERMINI: West end county road junction about 5.5 miles southwest of Culver, East end FAP 4,5.0 miles south of Culver.

PROPOSED WORK: Construct selected cinder base and an O-9 oil wearing surface.

NOTED
R. H. PRANGE

NOTED
DON HARWELL

PROJECT LENGTH: 3.0 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$75,000	$45,000	$15,000	$15,000	(County)

EXISTING FACILITIES: 28' roadbed with a light gravelled surface. Recently regraded by county forces and the County will do additional grading to provide adequate subgrade width for the proposed surfacing.

NOTED
R. M. ALLISON

ADJACENT SECTIONS:
~~NORTH~~/EAST END: FAP 4

~~SOUTH~~/WEST END: 20' oil wearing surface, 2' shoulders.

PROJECT DATA: Selected cinder base material will be placed to a depth of 14" and it will be processed with a grid roller. An O-9 oil wearing surface 20' will be constructed with 4' shoulders. There is a timber bent bridge 72' in length and having a clear width of 21'1". It has an H-23 rating.

RIGHT OF WAY: 50' minimum
ACCESS CONTROL: none

RR XING: S.P.&S. RR crossing. 1 track, 2 x-bucks, 2 stop signs, 12 trains.
MINIMUM DESIGN STANDARDS: No exceptions

SYSTEM ACTION: None required
PUBLIC HEARING: None required

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA: See S-107(1) or S-107(2)

VRJ:eb

NOTED

NOTED
H. S. COX

MEMO TO J. W. NASH Date: September 30, 1963

FAS 660, JEFFERSON COUNTY, JEFFERSON COUNTY ROADS, SURFACING & OILING UNIT "B" (THE COVE SECTION)

TERMINI: East End County road intersection 2.5 miles northwest of Culver.
West End Point near the Cove State Park 4.5 miles northwest of Culver.

PROPOSED WORK: Place selected cinder base material and an O-9 oil mat.

NOTED
DON HARWELL

PROJECT LENGTH: 1.957 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$55,000	$33,000	$11,000	$11,000	(County)

EXISTING FACILITIES: This section recently regraded under S-494(1) with a 30' subgrade.

NOTED
R. M. ALLISON

ADJACENT SECTIONS:
NORTH/EAST END: 20' oil mat wearing surface, 24' roadway (newly constructed by County.)

SOUTH/WEST END: 20' gravelled surface on 22' roadway.

PROJECT DATA: Surface with pit run cinders 14" in depth and place an O-9 oil wearing surface the full width of the cinder surfacing which will be 24'.

RIGHT OF WAY: 50' minimum
ACCESS CONTROL: None required

NOTED
R. H. PRANGE

RR XING: None
MINIMUM DESIGN STANDARDS: No exceptions

SYSTEM ACTION: None required
PUBLIC HEARING: None required

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA: See S-494(1)

VRJ:eb

NOTED

8-28-63

JEFFERSON COUNTY
PROPOSED PROJECT

FAS 547, Monroe Lane: Juniper Butte Section, 3.0 Miles, Surface and Oil, $70,000.

The proposed project requires the placing of selected pit run cinder base and a 20' 0-9 oil mat wearing surface with 4' shoulders. This section has previously been graded by county forces. This project will complete the oiled surface on FAS 547.

Approved
11-22-63

63-g
8/28/63

RECEIVED
AUG 23 1963
547 COUNTY & CITY ENGINEER
DIVISION

COUNTY ROAD FAS PROJECT DATA

8.26.63

1. Name of County Jefferson FAS No. _____
2. County Road Name Juniper Butte
3. Section Name _____ Length 3.0 miles
4. Type of Project Surfacing and Oiling
5. Survey to be done by: State ---------- County none required
   (NOTE: If project is canceled, County must pay for survey.)

PROJECT DATA -

6. Has base design been given to County? Yes____ No X
   Will it be furnished? Yes X No____
7. Wearing Surface: Type 0-9 Width 20 Shoulders 4
8. Grading & Drainage:
   By County X County Date of Completion completed By Contract_____
9. Bottom Base Course:
   By County____ County Date of Completion_____ By Contract X
10. Leveling Course:
    By County____ County Date of Completion_____ By Contract X
11. Wearing Surface:
    By County____ County Date of Completion_____ By Contract X
12. Clearing:
    By County none County Date of Completion_____ By Contract_____
13. Is there any merchantable timber on right-of-way? Yes____ No X
14. Will timber be reserved for owner? Yes____ No X
15. Will timber become property of contractor? Yes____ No X
    Remarks _____

MATERIAL SOURCE -

16. Gravel_____ Quarry_____ Cinders X
17. Owner: County_____ State_____ Private Howard Campbell
18. Location: NWNE Section 3 Township 13S Range 12 E W.M.

clk 61-8

19. Materials furnished by County: Borrow_____ Select Topping_____

Base Course_____ Level Course_____ Mineral Aggregates if rock passes test

20. Miscellaneous Items: _____

Remarks:_____

_____

FINANCIAL- -

21. Estimated Cost: $ 75,000.00

22. Available FAS Funds: $_____

23. Date Match Money is Available: _____

24. Will there be any 100% County Money? Yes____ No X

25. Maximum Amount of 100% County Money Available: $ None

26. Date County Requests Letting: _____

Remarks Contigent on a FAS loan fromt another County

_____

RIGHT-OF-WAY- -

27. Is any additional right-of-way needed? Yes____ No X

28. Will right-of-way be acquired by: Resolution_____ or Deed none

29. Should State prepare options? Yes_____ No X

30. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes_____ No X

31. Should material source site be included in right-of-way descriptions?

Yes_____ No_____

32. Does project run inside city? Yes_____ No X
(NOTE: If right-of-way is procured in community with post office or in a city, an opportunity for hearing must be afforded. Projects may only extend into cities with less than 5000 population.)

33. Are there any utilities (electric, water, gas, sewer, etc.) on private land? Yes_____ No X
(NOTE: County must move all utilities located on present right-of-way.)

Remarks_____

CLR 61-8

RAILROADS- -

34. Location: Sec. 1 TWP 13 S R 12 EWM

35. Name of Railroad: Oregon Trunk

36. Number of tracks: 1

37. Sight distance: unlimited (Left) unlimited (Right)

38. Number of trains _____

39. Angle of intersection 90

40. Type of crossing: Grade X Overcrossing ____ Undercrossing ____

41. Number of signs: Advance Warning ____ Crossbucks ____ Stop ____

Automatic Flashing ____ Automatic Bell ____ Gates ____

Remarks _____

STRUCTURES- -

42. Are there any structures to be replaced or altered? Yes ____ No X

43. Will replacement by by: County ------ Contract ------
(NOTE: If by contract, fill out bridge questionnaire form.)

44. Will County adjust structure to new grade? Yes ---- No ----

45. Will County adjust structure to additional width? Yes ---- No ----

46. Will adjusted width be standard? Yes ---- No ----
(NOTE: Standard width of structure is 4 feet wider than wearing surface width. If structure is of substandard width, County must sign same to satisfaction of Bureau of Public Roads.)

Remarks Structure is over North Unit Irrigation Canal

47. Is project contingent upon other factors? Yes ____ No X

48. Such as: (a) Construction (Cooperative project by County, tie-in with outside projects)

Explain: _____

CLR 61-8

49. (b) Timing (Cooperative project by County, finance, irrigation, industrial usage, outside projects)

Explain: _____

_____

_____

_____

50. (c) Surveys (Coordination with outside surveys)

Explain: _____

_____

_____

MISCELLANEOUS -

51. Does County wish rounding of cutbanks? Yes___ No X

52. Does County wish sight posts installed? Yes___ No X

53. Does County wish guard rail installed? Yes___ No X

54. Does County wish seeding and mulching incorporated into job?

Yes___ No X

NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.

Jefferson County

August 26, 1963 Date

By A. L. Ramsey
Judge or Commission Chairman

By Ron Watts
County ~~Engineer~~/
Roadmaster

_____
O.S.H.D. Field Engineer

Date _____

CCR 4-8

JEFFERSON COUNTY
PROPOSED PROJECT (1964 Funds)

FAS 660, Grandview Loop Road: The Cove Section, 2.0 miles, surface and oil, $90,000.

The proposed project requires the placing of cinder base surfacing, leveling course, and a 20' 0-9 oil mat with 2' shoulders. This section was constructed under an FAS contract in 1962. This road serves a state park in the Cove area.

OK
8-29-63

63-f
8/22/63
(Supersedes 8/21/63 Jefferson County Tab. 63-f)

FAS 660, Jefferson County
Feather Lane-Landing Area
Surface & Oil
20' 0-11, 2' Shoulders
2.75 miles

Item	Quantity	Unit	Unit Cost	Amt.	Total
12" pit run cinders	21,000	c.y.	$ 1.40	$29,400	
2" of 3/4"-0" in leveling course	3,000	c.y.	4.00	12,000	
Sprinkling	700	M/gal.	3.00	2,100	
				$43,500	
Engineering & Contingencies				5,500	
					$49,000

20' 0-11					
Preparation of base	2.75	miles	$300.00	$ 825	
3/4"-0" in binder	400	c.y.	4.75	1,900	
RC-3 in binder	50	tons	52.00	2,600	
Mineral aggregate	1,800	c.y.	4.75	8,550	
150-200 asphalt	125	tons	50.00	6,250	
RS-1 in seal	40	tons	52.00	2,080	
				$22,205	
Engineering & Contingencies				2,795	
					$25,000

NOTE: Estimate based on using cinders from Round Butte Pit.

VRJ:mm
7/31/63

Form 8-41-060-4-60

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project: Round Butte-(Cove State Parks) FAS-660
Highway:
Contractor:
Submitted by: Elliott Parker
Contract No.:
Profile No.: SE 37-1A2-910
County: Jefferson
F. A. Project No.:
Date Reported: June 19,1963

REPORT OF SAMPLE OF COARSE AGGREGATE

Source of material: Round Butte IB-1-160-910 A6 5 miles N. of MP 98.7 the Sallee-Galif.
Sampled at: Quarry
To be used: Surfacing
Sampled by: L. I. Peterson
Date received: June 17, 1963
Quantity represented:

TEST RESULTS

Laboratory No. 642509
Data Sheet No. A 759
Type of material: Sinders Cinders
Screen opening Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Course Aggregate
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	45.4	
Specific gravity (Le Chatelier)	2.61	
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fluorene factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	0	%
Manufactured fines		%
Liquid limit: Natural fines	34	%
Manufactured fines		%
Fracture		%
Sand equivalent		
Oregon air degradation: Pass No. 10		%
Height		in.

Date sampled

RECOMMENDATIONS

Material as represented by this sample is suitable for use.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Office Engineer
Inspection Office
Bridge Engineer 3cd ft
Resident Engineer
Dist. Mtn. Supt.
Foreman
Geology and Soils
Files
E. Parker
Testing area

RECEIVED
JUN 24 1963
ENGINEER
COUNTY & CITY DIVISION

Engineer of Materials

Form 4-e-Ma-3-61

(1) State Owned on the project

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

NOTED R. H. PRANGE S. COX

NOTED Harold C. Ayers

Project	Cove - Feather Lane Section	Prefix No.	[illegible]
Highway	Crooked Loop County Road	County	Jefferson
Contractor		Contract No.	F. A. Project No.
Submitted by	E.L. Scrivner	Date Reported	April 4, 1963

REPORT ON SAMPLE OF COARSE AGGREGATE

NOTED DON HARWELL

Source of material	3.95 Mi. N. Jct. 126, Redmond - Cal. Hwy. [illegible] Sampled at West end of exist. Quarry	Date received	April 2, 1963
To be used	Base, Asphaltic Concrete & Oil Rock	Quantity represented	[illegible] c.y.
Sampled by	E. Parker		

TEST RESULTS

Laboratory No. 5961,62 Type of material Rock (Lava) (Pit Run)
Data Sheet No. [illegible] Screen opening Square

GRANULOMETRIC ANALYSIS			
Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)	17.2	
Unit weight, dry rodded, lbs. per cubic foot	2.94	
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines	Good	
Plasticity index: Natural fines		%
Manufactured fines		%
Liquid limit: Natural fines		%
Manufactured fines		%
Fracture		%
Sand equivalent		%
Oregon air degradation: Pass No. 20	25.25	%
Height	1.8	in.
Date sampled		

RECOMMENDATIONS

Material as represented by this sample ..... suitable for use.

Degradation slightly high.

FAS 660

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer Swift
Resident Engineer Scrivner
Dist. Maint. Supt.
Foreman
Geology and Soils
Files
[illegible]

RECEIVED APR 25 1963 ENGINEER COUNTY & [illegible] DIVISION

NOTED E. PARKER

(2) LeRoy Grote's
Prineville, Ore

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project	Cove - Feather Lane Section	Prefix No.	316-1[illegible]-[illegible]
Highway	Grandview Lapp County Road	County	Jefferson
Contractor		Contract No.	F. A. Project No.
Submitted by	E.L. Scrivner		Date Reported April 4, 1962

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material: Grote's Quarry, 3.5 mi. W. MP 122.9 The Dalles-Cal. Hwy. Sampled at Spot Well
To be used: Base, Asphaltic Concrete & Oil Mat
Sampled by: E. Parker
Date received: April 2, 1962
Quantity represented: ± 100,000 c.y.

TEST RESULTS

Laboratory No. [illegible]
Data Sheet No. [illegible] A99143
Type of material: Rock (Lava) (Pit Run)
Screen opening Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	15.1	
Specific gravity (Le Chatelier)	2.94	
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines	Good	
Plasticity index: Natural fines	Nonplastic. Satisfactory	
Manufactured fines		%
Liquid limit: Natural fines	Nonplastic. Satisfactory. P #40	%
Manufactured fines		%
Fracture		%
Sand equivalent	Nonplastic. Satisfactory. P #40	
Oregon air degradation: Pass No. 20	21.71	%
Height	0.5	in.
Date sampled		

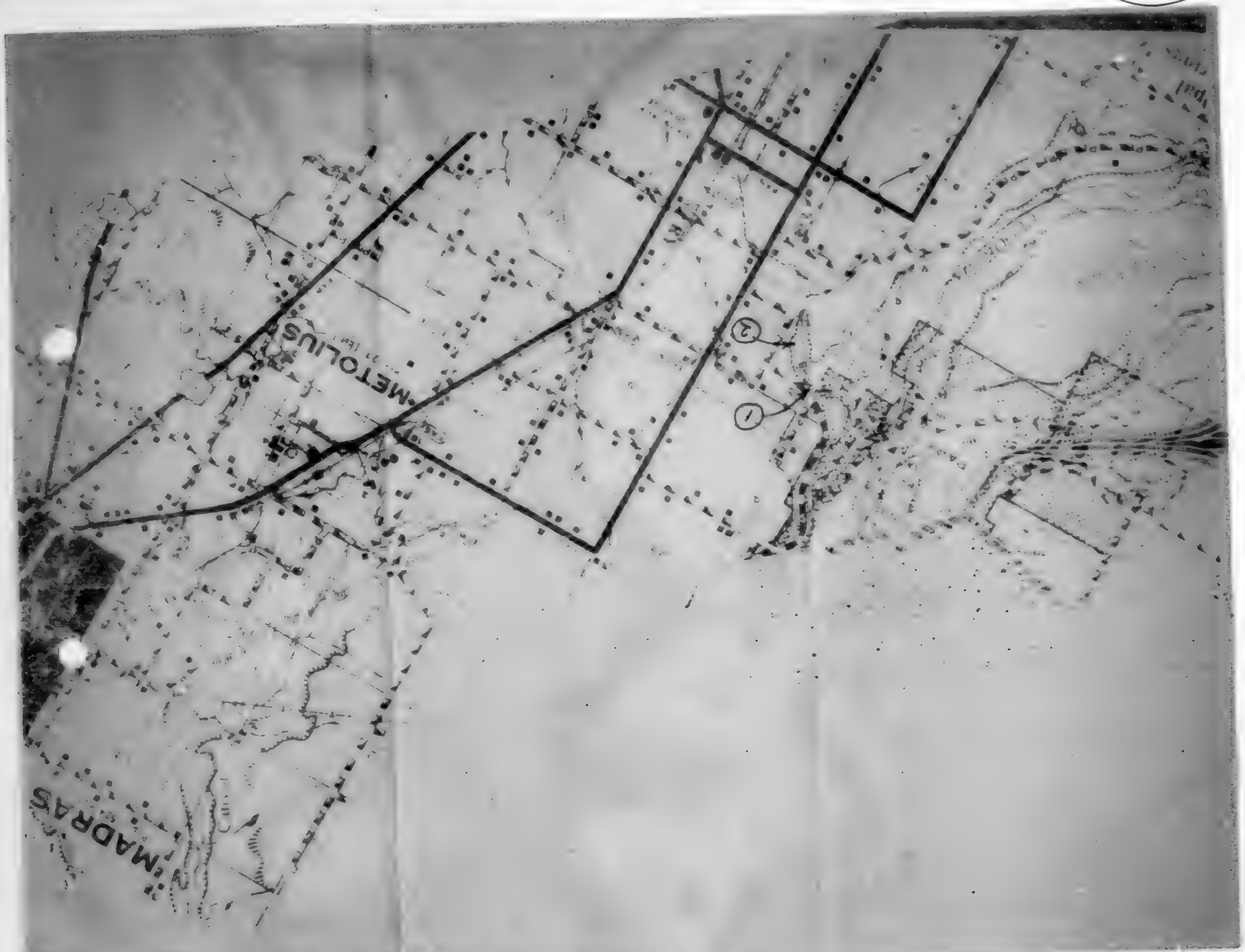
RECOMMENDATIONS

Material as represented by this sample [illegible] suitable for use.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer Duff
Resident Engineer Scrivner
Dist. Maint. Supt.
Foreman
Geology and Soils
Files
[illegible]
[illegible]

NOTED
E. PARKER

Engineer of Materials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FAS 660

NOTED
Harold C. Ayers

RECEIVED
JUN 13 1963
ENGINEER
COUNTY & CITY DIVISION

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
March 14, 1955

NOTED
DON HARWELL

SUBJECT: Quarry (scoria) Prospect
M.P. 99.8, The Dalles-California

To: Mr. H.E. Chandler
Division Engineer
Oregon State Highway Department
Bend, Oregon

NOTED
R. H. PRANGE

Dear Sir:

Reference is made to a quarry (scoria) prospect, located 3 miles west of M.P. 99.8, The Dalles-California Highway. This prospect was examined on March 8, 1955.

This deposit is made up of a material that appears to be cinders, by the presence of cinder float on the ground surface. However, close examination shows that the float material is being derived from a scoria flow. It is not known if the whole deposit is scoria, or whether just a portion is scoria and that elsewhere might be found by stripping off the overburden. Above and below the float material, basalt flow rock outcrops are present, which would limit the thickness of the material in question. Therefore, before this material is ever considered as a possible material source, a series of test holes will have to be dug.

The scoria is red to pink in color, appears to have a high abrasion, and has a few white veinlets. The source has a long haul over fair roads, and is short on wheel and stockpile room. It is estimated that scoria will be limited to an area of about 3 acres. No estimate was made on the account of material present.

Very truly yours,

James E. Scott
Division Soils Engineer

cc: Geology and Soils (Salem)
JES:ko

FAS 660

QUARRY (SCORIA) PROSPECT
M.P.99.8, The Dalles-California

OREGON STATE HIGHWAY DEPARTMENT
Construction Department

FIELD REPORT ON MATERIAL SOURCE

Date March 8, 1955 County Jefferson Division IV

Owner, State ____ Private Not known (Give owners name)

Local Name of Material Source if any: None

Location by Highway: 1.0 miles Ft.-Mi. west (F-W-S-S)

of The Dalles-California Highway at 99.8

M.P. ____ Station ____

Madras-Crooked River Gorge Section
(Give termini of section by Geographic Designation.)

Location by Subdivision: NE ¼ of Sec. 29

T. 11 S., R. 13 E. W. M.

Type and Quantity of Material:

Gravel	____ Cu. Yd.	Av. Depth of Overburden	
Quarry Rock	Amount not known Cu. Yd.		2.0 feet
Talus	____ Cu. Yd.		
____	____ Cu. Yd.		
____	____ Cu. Yd.		

Lab. No. of Samples None

Material is suitable for Base and topping
(Topping-Surfacing-Oiling-Paving-etc.)

Material is not suitable for ____
(Topping-Surfacing-Oiling-Paving-etc.)

REMARKS: Quarry (scoria) Prospect - Long haul over fair haul road, tight on plant and stockpile room. Scoria is exposed in road cut.

...ong run of sparse.

J. F. Scott
Reported by

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project
Highway
Contractor
Submitted by Wm. E. Chandler

Contract No.

Prefix No. 216-1419
County
F. A. Project No.
Date Reported April 6, 1951

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Round Butte Pit, 2.0 mi. N. & 3 mi W of Metolius, Co. Road
Sampled at NW End of Pit
To be used Base over dirt road
Sampled by C.G. Springer
Date received April 5, 1950
Quantity represented Adequate

TEST RESULTS

Laboratory No. 261420
Data Sheet No. 97020
Type of material Cinders (Volcanic Scoria)
Screen opening Square

GRANULOMETRIC ANALYSIS

Individual Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	7.2	7.2	
1½	7.6	14.8	
1	13.0	27.8	
¾	7.8	35.6	
½	10.7	46.3	
⅜	13.5	59.8	
4-10	15.9	75.7	
10	10.9	86.6	
Pass	13.4	13.4	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	32.7	
Specific gravity (Le Chatelier)	2.75	
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot	60.8	
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	0	%
Manufactured fines		%
Liquid limit: Natural fines	NP	%
Manufactured fines		%
Fracture		%
Sand equivalent		
Oregon air degradation: Pass 2in. ret 1in.		%
Height		in.

Remarks:

Distribution:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Registration Office
Division Engineer
Resident Engineer
Dist. Const. Supt.
Foreman
Geology and Soils Files

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project
Highway
Contractor
Submitted by Lowell B. Stretton

Contract No.

Prefix No. 216-1419
County
F. A. Project No.
Date Reported March 30, 1951

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Round Butte 2 mi. N. & 3 miles W. of Metolius
Sampled at Pit

To be used Base
Sampled by Lowell B. Stretton

Date received March 28, 1951
Quantity represented Unlimited

TEST RESULTS

Laboratory No. 251699
Date Sheet No. 26277

Type of material Pit Run Cinders
Seven sporting Sphere

GRADATION-VOLUMETRIC ANALYSIS

Passing sq. Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2½	1.2	1.2	
2	1.0	2.2	
1½	.5	2.7	
1	.5	3.2	
¾	1.0	4.2	
½	2.6	6.8	
⅜	3.1	9.9	
10	21.1	31.0	
50	51.5	82.5	
Pass	16.5	16.5	

Total 100.0

Abrasion, per cent wear, Los Angeles Rattler method, Test.
Specific gravity (by Chickler)
Unit weight, dry-rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Dilution factor
Sodium sulfate test, per cent loss
Asphalt absorption: Natural Sand
Manufactured Sand
Plasticity index: Natural Sand 0
Manufactured Sand
Liquid limit: Natural Sand 45
Manufactured Sand
Fineness
Sand equivalent
Organic and deleterious substances (Test No. 21 Water)
Date Sampled

RECOMMENDATIONS

Material as represented by this sample is suitable for a filler for coarse material or as a sand type blanket over soil.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer
Resident Engineer
Dist. Maint. Supt.
Foreman
Geology and Soils
Files

State Printing 4M50

Engineer of Materials

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 6343 Ends with: Contract # 6374

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 117 Reduction Ratio 21:1 Project No. _____

Camera: Name Dell & Howell Model File Master Film Kodak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 23 day of April, 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm